

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF AUSTIN AND THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
FOR THE REALIGNMENT OF MUNICIPAL RIGHT-OF-WAY**

This Interlocal Cooperation Agreement (this "*Agreement*") is made and entered into by and between the Board of Regents of The University of Texas System ("*University*") and the City of Austin, a Texas home-rule city and municipal corporation located in Travis, Williamson, and Hays Counties, Texas ("*City*"), hereinafter collectively referred to as the "*Parties*" and each as a "*Party*", upon the premises and for the consideration stated herein.

RECITALS:

A. The University of Texas at Austin ("*UT Austin*") is establishing a new sports and events arena (the "*Arena*") on the UT Austin campus. The development of the Arena will require the relocation and modification of certain utility infrastructure and the realignment of a portion of Red River Street to replace the segment of Red River Street needed for the development of the Arena.

B. The City supports the Arena and wants to vacate certain utility easements and vacate and convey to the University that portion of Red River Street right-of-way that is needed for the Arena (but it is acknowledged that the vacation of that portion of Red River Street right-of-way requires City Council approval of an application for right of way vacation that has been submitted by the University to the City (the "*Vacation of ROW Application*")).

C. The University recognizes that Red River Street is an integral element of the City's street system and of the planned Arena and wants to relocate and modify certain utility infrastructure and to construct a realignment of Red River Street and dedicate that new right-of-way by easement estate to the City ("*New RR ROW*"). The New RR ROW (which may operate under a different name in the future) is as shown on the attached Exhibit B.

D. The Parties previously entered into that certain Interlocal Cooperation Agreement for the Realignment of Municipal Right-of-Way dated December 20, 2013 (as amended by that certain First Amendment dated August 6, 2014, the "*Medical School Interlocal Agreement*"), with respect to the repurposing and realignment of a portion of Red River Street, as more fully set forth in the Medical School Interlocal Agreement. The Medical School Interlocal Agreement was executed pursuant to City of Austin Ordinance 20130829-036. The realignment of Red River Street and the construction and relocation of various utility infrastructure contemplated in the Medical School Interlocal Agreement has been completed. The New RR ROW will be improved as the next phase of the re-alignment of Red River Street that began under the Medical School Interlocal Agreement.

E. The Parties previously also entered into that certain Interlocal Cooperation Agreement for the Installation of Reclaimed Water Utility Improvements dated December 19, 2014 (the "*Reclaimed Water Interlocal Agreement*"), with respect to a reclaimed water utility line and related utility improvements.

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F. The Parties anticipate that the City Council of the City will, at a City Council meeting in September, 2019, consider approving (i) the Vacation of ROW Application, and (ii) the waiver of City fiscal surety requirements and fees in connection the Project and the Credit Bank (defined below), the amount of the Credit Bank, and the other fee waivers set forth herein (collectively, the "Credit Bank Approval").

AGREEMENTS:

Now, therefore, in consideration of the premises and the mutual benefits to each Party from the execution and performance of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. **The Project.** For this Agreement, the term "*Project*" means the construction by UT Austin, as stated in this Agreement, of the following:

(a) "*North Segment of New Red River Street*" is the new alignment and configuration of Red River Street to be built within the New RR ROW from the northern boundary of MLK Boulevard to East Dean Keeton Street as described and shown in Exhibits A and B to this Agreement. The North Segment of New Red River Street includes a traffic signal at the intersection of Clyde Littlefield Drive, a traffic signal at Deloss Dodds Way, and may, at the discretion of UT Austin, include a pedestrian hybrid beacon, a pedestrian rapid flashing beacon, or alternative pedestrian beacon or alert (PHB) in between Deloss Dodds Way and Trinity Street. (the traffic signals but not any PHB are collectively referred to as the "*Traffic Signals*"). The North Segment of New Red River Street is located wholly within the UT Austin campus.

(b) "*South Segment of New Red River Street*" is the re-configuration of the traffic signal and the intersection at MLK Boulevard and existing Red River Street and the re-alignment and configuration of a segment of Red River Street south of MLK Boulevard as described and shown in Exhibit A to this Agreement.

(c) "*Relocation of Existing Utilities*" is the relocation of the following utility infrastructure located in, or in proximity to, a portion of existing Red River Street that is part of the Vacated ROW (defined below): (i) 42 inch storm water line serving Texas Department of Transportation ("*TXDOT*") IH 35 right of way and University property only (the "*42 Inch Storm Water Line*"), (ii) 10 inch natural gas line owned by the Texas Gas Service Company (the "*10 Inch Gas Line*"), (iii) 4 inch gas line owned by the Texas Gas Service Company (the "*4 Inch Gas Line*") (iv) overhead Austin Energy electrical facilities together with sharing by certain telecommunication providers (the "*Electrical and Telecom Facilities*"), (v) 12 inch City of Austin water line currently located along the S. IH 35 frontage road at the future Arena site (the "*12 Inch Water Line*"), (vi) 24 inch City of Austin water line

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currently located along the S. IH 35 frontage road at the future Arena site, within the future Arena site, and along E. 20th St. (the "24 Inch Water Line"), and (vii) 24 inch City of Austin reclaimed water line currently located along the S. IH 35 frontage road (the "Reclaimed Water Line"). Each of the foregoing is sometimes referred to herein as a "Utility Facility". The Relocation of Existing Utilities is generally reflected on Exhibit A to this Agreement.

The term "New Road" means both the North Segment of New Red River Street and the South Segment of New Red River Street. The term "Vacated ROW" means those segments of Red River Street right-of-way described and identified in Exhibit C which will, subject to the approval of the Vacation of ROW Application, be vacated by the City and conveyed to the University pursuant to this Agreement. The "University Improvements" are those sidewalks, lighting, signage, specialty pavement, hardscape improvements, transit, utility and drainage improvements, and landscaping improvements appurtenant to and constructed alongside, over, or across the North and South Segments of New Red River Street and that are described in Exhibit D. The Project is shown on the diagrams attached hereto as Exhibit A.

2. Project Design, Preliminary Engineering, and Permitting.

(a) UT Austin shall be responsible for all costs and for the management of the design and, as applicable, permitting of the Project including (i) the development of the engineering design and plans and specifications for the New Road, Relocation of Existing Utilities (including remediation of asbestos-cement lines and replacement of concrete steel cylinder water lines), and the University Improvements, (ii) the surveying required for the Project, and (iii) any required environmental assessments and clearances and other approvals associated with the Project. Notwithstanding the foregoing, subject to the Credit Bank Approval, the costs of the Project do not include and the City will waive any City fiscal surety requirements and will waive the following fees that are associated with the development, construction, completion, and operation of the Project described in this Agreement, in a combined total amount of such waived fees not to exceed the amount approved by City Council in the Credit Bank Approval (referred to as the "Credit Bank"): any and all encroachment fees, inspection fees, installation fees, license and encroachment fees, maintenance fees, review fees (including application, correction, revision, and annual review fees), right of way use fees, road closure, street event, and barricade fees, and tap fees, including without limitation the fees which are described more fully in Exhibit E attached to this Agreement and incorporated in this Agreement by this reference (the "Waived Fees"). If approved in the Credit Bank Approval, these waived fees by the City only apply to the Project and do not extend into perpetuity after final completion of the Project. UT Austin may draw on the Credit Bank toward application of Waived Fees by providing the City with a fees notice in the form attached hereto as Exhibit F (the "Fees Notice"). The City will set up a process to accept a Fees Notice in lieu of fees in connection with processing applicable applications and issuance of applicable licenses, permits and approvals for the Project. If any fees are paid by UT Austin to the City prior to the Credit Bank Approval that would otherwise be Waived Fees hereunder, then such previously paid fees will be promptly reimbursed by the City to UT Austin after the Credit Bank Approval.

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(b) UT Austin will design and plan the Project in a manner consistent with the UT Austin Campus Master Plan in effect on the Effective Date of this Agreement (the "*UT Austin Plans*"). The Project plans and specifications for the North Segment of New Red River Street shall comply with the City's design and construction standards and traffic safety standards in effect on the Effective Date of this Agreement, applicable Texas Accessibility Standards, and the applicable provisions of the Americans with Disabilities Act. The South Segment of New Red River Street shall comply with the City's design and construction standards and traffic safety standards and Chapters 25-7 and 25-8 of the City's Land Development Code in effect on the Effective Date of this Agreement, applicable Texas Accessibility Standards, the applicable provisions of the Americans with Disabilities Act, and other applicable City of Austin requirements promulgated prior to the Effective Date. The foregoing notwithstanding, (i) UT Austin will not be required to oversize storm water facilities in connection with the South Segment of New Red River Street, and (ii) the Parties will cooperate with regard to any oversizing of storm water facilities in connection with the North Segment of New Red River Street so long as such facilities are within the New RR ROW or other existing City easements and do not adversely impact UT Austin's budget or schedule in connection with the construction of the North Segment of New Red River Street. The Parties agree that the North Segment of New Red River Street will be designed and constructed as a 25 mile per hour speed limit street.

(c) Plans and specifications for utility infrastructure for utilities that will be supplied by UT Austin (including, without limitation, electric, telecommunications, thermal and chilled water) shall be in accordance with UT Austin requirements and not subject to City approval except that City approval for future utility infrastructure (but not existing utility infrastructure) shall be required to establish the depth and location of any such utility infrastructure. Plans and specifications for 42 Inch Storm Water Line shall be in accordance with UT Austin and TXDOT requirements and not subject to City approval except that City approval shall be required to establish the depth, location, alignment, and outfall location of the 42 Inch Storm Water Line.

(d) Except as provided in the preceding Section 2(c), the Parties agree that:

(i) The plans and specifications for the South Segment of New Red River Street will be subject to review and permitting by the City. The City will establish and maintain a dedicated review team who will be responsible for the review, processing and approval of the South Segment of New Red River Street plans and specifications in order to efficiently process and expedite review and approval of such plans and specifications and issuance of a permit for that portion of the Project. The City agrees to respond to submittals in accordance with the timeframes contemplated in the City's Land Development Code. The Parties agree that for purposes of Section 25-8-211 of the City Land Development Code and to the extent such provision is applicable, for each square foot of impervious cover that UT Austin removes and vegetates with turf or similar pervious vegetation or materials, the City will credit UT Austin one square foot to be applied towards new impervious cover installed by UT Austin in connection with the construction of the South Segment of New Red River Street;

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(ii) The plans and specifications for the North Segment of New Red River Street on UT Austin property will not be subject to permitting by the City. However, UT Austin will submit such plans and specifications to the City's Transportation Department and the City Engineer via the City's Street and Bridge Operations for confirmation of compliance with City design and construction standards and traffic safety standards in effect on the Effective Date of this Agreement. The City's Development Services Department will establish a tracking case number under the City's General Permit Program for this work for the sole purpose of consolidating the storage of plans and specifications and personnel assignments for appropriate inspections; and

(iii) The plans and specifications for the Relocation of Existing Utilities work on UT Austin property will not be subject to permitting by the City. However, UT Austin will submit such plans and specifications to Austin Energy, and the City's Water Utility for confirmation of compliance with City design and construction standards (to include TCEQ and City Utilities Criteria Manual (UCM) requirements) in effect on the Effective Date of this Agreement. The City's Development Services Department will establish a tracking case number under the City's General Permit Program for this work for the sole purpose of consolidating the storage of plans and specifications and personnel assignments for appropriate inspections. In connection with the Relocation of Existing Utilities work, the City may request that UT Austin oversize the relocated utility facilities, and UT Austin agrees to work with the City to accommodate the City's request. UT Austin may request that the City reimburse UT Austin for the City's proportionate share of costs required for oversizing such utility facilities. Reimbursement shall be in accordance with future utility betterment agreements and subject to City Council approval. UT Austin shall be responsible for the design, management, and construction of such oversized utility facilities. UT Austin will be responsible for the public advertising, bidding and procurement of contracts for the purchase of materials and labor for construction of the oversized utility facilities in accordance with state law. The City will reimburse UT Austin the City's proportionate share within ninety (90) days of the City's final acceptance of the infrastructure, which final acceptance will not be unreasonably withheld, conditioned, or delayed.

(e) All sets of plans, as-built drawings, and specifications required to be provided to the City in this Section and elsewhere in this Agreement shall be delivered to the City as complete sets of print and electronic drawings. The electronic drawings shall be in a program format agreed upon by the Parties. UT Austin will provide the City two (2) complete sets of each drawing package as and when required hereunder.

(f) The Project plans and specifications for the New Road shall comply with COA Complete Streets policy for the area between the curbs to the extent reasonably feasible and not in conflict with the other terms and provisions of this Agreement. Notwithstanding the preceding

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sentence, the Project shall include: (i) publicly accessible, ADA-compliant sidewalks along the New Road, (ii) sufficient width within the North Segment of New Red River Street for three vehicular lanes which includes two dedicated bicycle lanes, and (iii) the Traffic Signals.

3. **Construction of the Project.**

(a) Except for the Traffic Signals, UT Austin shall be responsible for all costs and for the letting, procurement, and management of the construction of the Project (subject to the City's waiver of, and agreement with respect to, the Waived Fees and the posting of fiscal surety, as provided in Section 2(a) if approved pursuant to the Credit Bank Approval); provided, however, that UT Austin will construct and install appropriate utility conduits and foundations for the Traffic Signals.

(b) Upon commencing construction of the Project, UT Austin shall provide to the City an affidavit of commencement of construction in recordable form (the "*Affidavit of Commencement*").

(c) UT Austin shall provide sets of the plans and specifications for the construction of the Project in three separate volumes as follows (each sometimes referred to as a "*Plan Set*"): (i) one volume will consist of the South Red River Segment portion of the Project, (ii) one volume will consist of the North Red River Segment portion of the Project and (iii) one volume will consist of the Relocation of Existing Utilities portion of the Project. Each Plan Set will be submitted to the City Department of Development Services or the applicable City Department, as provided in this Agreement, as a one hundred percent (100%) construction documents stage for review and comment. The digital files used to create the plans (CAD, hydrologic and hydraulic modeling, etcetera) will be provided to the City upon request. The files shall not be restricted such that all data can be viewed in the original layers in CAD files and data in other software is fully accessible. The University agrees that the City and its employees (and other governmental agencies having jurisdiction over the Project) will have access to the Project site at reasonable times during normal working hours for observing, inspecting, and testing for conformance with City design and construction standards and traffic safety standards in effect on the Effective Date of this Agreement. Drop off lanes will be concrete instead of asphalt.

(d) The City acknowledges and agrees that, in connection with the Relocation of Existing Utilities and construction of the Arena, that portion of Red River Street in the Vacated Right of Way must be closed for the performance of that work prior to the date of Substantial Completion of the New Road (referred to as the "*Red River Street Closure*"). UT Austin estimates that the Red River Street Closure will occur on or about December 2, 2019. UT Austin will provide the City with at least 30 days advance written notice of the date UT Austin requires the Red River Street Closure and the City will implement the Red River Street Closure as of that date. UT Austin will contact the State of Texas with regard to UT Austin traffic control plan. If approved as part of the Credit Bank Approval, the City agrees that UT Austin will not be responsible for the payment of right of way license fees or similar costs or fees for the Red River Street Closure or the work by UT Austin in the Vacated ROW. Prior to the date of the Red River Street Closure (but

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not before September 1, 2019), the Parties agree that UT Austin will close certain lanes of Red River Street from time to time for purpose of commencement of the Relocation of Existing Utilities work. Contemporaneously with the execution of this Agreement, the City shall grant to the University a temporary construction easement in the form of the attached Exhibit G so that UT Austin, subject to Section 6 of this Agreement (Operation, Traffic Controls, and Traffic Calming), may commence the Relocation of Existing Utilities and the development of the Arena and related buildings and improvements within the Vacated ROW. If UT Austin has not completed the Project before February 15, 2022, plus extensions of time due to Force Majeure Delays, the temporary construction easement will terminate and use of the Vacated ROW shall revert to the City.

(e) UT Austin shall notify the City of Substantial Completion, which shall occur no later than thirty (30) months following UT Austin's submission to the City of its Affidavit of Commencement, subject to Force Majeure Delays. "*Substantial Completion*" means that the construction of the Project has been substantially completed in accordance with the applicable plans and specifications therefor with the exception of only minor punch list items. The City will use best efforts to put the New Road into operation within ten (10) days of Substantial Completion of the Project.

(i) UT Austin and the City shall schedule and perform within 14 days after notification of Substantial Completion a joint punch-list inspection and identify items to be corrected or completed before the City's approval of the New Road ("*Punch List Items*");

(ii) UT Austin shall cause completion of all Punch List Items no later than 120 days after Substantial Completion, subject to Force Majeure Delays; and

(iii) UT Austin shall cause its design engineer to provide the City with a certified letter indicating that the Project was constructed substantially in accordance with the construction plans and specifications submitted to and approved by the City and that installation of all components is substantially in accordance with all applicable federal and state laws and regulations, City rules and ordinances, and any other applicable laws and regulatory requirements.

Upon Substantial Completion of the Project, the City will promptly install the Traffic Signals.

(f) The New Road shall be kept free and clear of all liens, claims and encumbrances except for easements and encumbrances in existence as of the Effective Date and the easements contemplated in this Agreement. The City currently holds a public utility easement in the New Road or portions thereof which the City retained in that certain Quitclaim Deed from the City to the University dated December 5, 1980 and recorded in Volume 7240, Page 1263 of the Official Public Records of Travis County, Texas.

(g) Before the City acknowledges full completion of the Project, and within 180 days after Substantial Completion, UT Austin shall submit to the City written documentation that the

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construction has been completed as required by this Agreement including: Record drawings certified by a licensed professional engineer in the State of Texas of the New Road and the University Improvements, and an as-built survey of the New RR ROW and appurtenant features. The survey must be conducted by a Professional Land Surveyor registered in the State of Texas using the then current professional survey standards as established by the Texas Society of Professional Surveyors and must be prepared at no cost to the City. UT Austin shall obtain and comply with all reasonable survey instructions from the City. If the as-built survey is not approved by the City, UT Austin shall provide to the City for further approval revised as-built survey plat(s) and metes and bounds description(s) incorporating any reasonable changes requested by the City within thirty (30) business days of UT Austin's receipt of notice(s) from the City of any required revisions.

(h) The City shall acknowledge the full completion of the Project in writing before the 10th day after it has received acceptable drawings and surveys of the completed Project as contemplated in Section 3(g) above. Installation of the Traffic Signals will not be a condition precedent to the City's acknowledgement of the full completion of the Project. UT Austin may maintain temporary traffic controls in the New Road pending the City's completion of the Traffic Signals.

(i) The City's acceptance of a right of way easement for the North Segment of New Red River Street at the closing described in the following Section 4 of this Agreement shall constitute the City's acceptance of the New Road for operation.

4. **Exchange of Right-of-Way, Grant of Easements and Release of Easements.**

(a) Subject to approval of the Vacation of ROW Application by the City Council, and subject to agreement of the City and UT Austin in the event of a difference in the appraised value of the Vacated ROW and the New RR ROW and the Triangle Parcel being conveyed by UT Austin to the City, the City shall vacate and convey to the University the Vacated ROW and the University shall convey an easement to the City for the New RR ROW and shall convey the Triangle Parcel (defined below) as follows:

(i) Before the tenth business day after the approval of the Vacation of ROW Application, the University shall deposit into escrow with Heritage Title Company of Austin, Inc. (the "*Title Company*") in accordance with an escrow agreement reasonably acceptable to the Parties (the "*Escrow Agreement*"), (i) a right of way easement to be recorded in the Official Public Records of Travis County, Texas for the conveyance of right-of-way (the "*Street Easement*") in the form of the attached Exhibit H conveying an easement to the New RR ROW to the City, and (ii) a special warranty deed (the "*Triangle Parcel Deed*") in the form of the attached Exhibit J conveying to the City fee simple title to that certain parcel of real property described on Exhibit K attached hereto (the "*Triangle Parcel*").

(ii) Before the tenth business day after the approval of the Vacation of ROW Application, the City shall deposit into escrow with the Title Company in (W0890271.15)

accordance the Escrow Agreement, a special warranty deed in the form of the attached Exhibit J conveying title to the Vacated ROW to the University (the "*Vacated ROW Deed*").

(iii) After the City's acknowledgement of full completion of the Project, and before the tenth business day prior to the closing described in the following paragraph, the Parties shall cause the Title Company to issue title commitments for the issuance of title policies by the Title Company. The title commitment covering the Vacated ROW shall be issued in favor of The University, and the title commitment covering the New RR ROW and the Triangle Parcel shall be issued in favor of the City. Each property interest conveyance will be subject to all easements, rights of way, leases, reservations, mineral severances, covenants, conditions, restrictions and other documents or matters of any kind or nature affecting such property which are filed of record or are visible or apparent on the ground and other easements and encumbrances contemplated by this Agreement. The Parties shall cooperate in clearing any unacceptable encumbrances on title to either property shown on either title commitment except for any easements and encumbrances contemplated by this Agreement.

(iv) At closing to be held at the Title Company, the Parties shall complete (a) the conveyance of the Vacated ROW to the University, and (b) the conveyance of Street Easement to the New RR ROW and the Triangle Parcel to the City. The City will convey the Vacated ROW to the University free and clear of all liens and security interests, and the University will convey the Street Easement for the New RR ROW and the Triangle Parcel to the City free and clear of all liens and security interests. Each Party shall pay for any title insurance policy desired by that Party relating to the property acquired by that Party (but with no obligation to obtain title insurance). All other customary costs associated with the closing, such as recording fees, shall be paid by the University.

(b) The Project includes the Relocation of Existing Utilities. As each Utility Facility is completed and a new easement is granted by the University for such Utility Facility, the City agrees to promptly release the prior easement of the Utility Facility being replaced. Each easement agreement and each release of easement will be on forms mutually acceptable to the Parties, such approval to not be unreasonably withheld, conditioned or delayed. All of the easements that the Parties contemplated will be released are described on Exhibit L attached hereto ("*Existing Easements*"). Certain of the Existing Easements are not subject to a Utility Facility that is being relocated in connection with the Project and those Existing Easements are no longer necessary to serve existing facilities. The City agrees to promptly release those unnecessary Existing Easements promptly upon request by the University.

5. **Ownership, Maintenance, Utilities, and Easements.**

(a) After the conveyance of the Street Easement to the City, (i) the North Segment of New Red River Street (other than the Traffic Signals and non-parking signage) shall be maintained by UT Austin, at UT Austin's sole cost, in accordance with City maintenance standards for public roads (including applicable City of Austin technical codes and other applicable criteria for such work) and UT Austin, at UT Austin's cost, will provide electrical service to the Traffic Signals, and (ii) the Traffic Signals will be operated and maintained by the City, at the City's sole cost, and the New Road will be operated by the City, at the City's sole cost. UT Austin and the City agree to allow Vision Zero pedestrian safety systems access to or use of the Traffic Signals for the purpose of traffic safety initiatives. The City agrees that it will not allow other third party providers access to or use of the Traffic Signals such as telephone, cable, internet, broadband, radio frequency, wireless network nodes and cellular radios or antennas, or other devices ("Communication Facilities") without the written consent and approval from the UT Austin which consent will not be unreasonably withheld, conditioned or delayed taking into consideration the communication and wireless systems on the UT Austin campus and applicable state and federal law. UT Austin acknowledges that the City's discretion over allowing access to the Traffic Signals by third parties may be limited by state and federal law, including Chapter 284 of the Texas Local Government Code. The City will not unreasonably withhold approval of any request of UT Austin to locate any Communication Facilities on the Traffic Signals in accordance with a license agreement reasonably acceptable to the City and UT Austin.

(b) UT Austin shall maintain all parking signage on the North Segment of New Red River Street. The City shall maintain all signage necessary for traffic operations of the New Road and shall maintain regulatory authority over the New Road. The City will operate and maintain the South Segment of New Red River Street after completion by UT Austin and acceptance by the City.

(c) After written notice to and consultation with the City, UT Austin may, from time to time, temporarily close portions of the North Segment of New Red River Street for purposes of maintaining and repairing the North Segment of New Red River Street and maintaining, replacing, relocating, and repairing the subsurface utility and drainage facilities within the North Segment of New Red River Street.

(d) UT Austin will operate and be entitled to parking revenue from the North Segment of New Red River Street and any future parking configuration changes will be discussed and approved by the City. The City will re-assume operation and entitlement of parking revenue from the existing UT Austin permit-parking vicinity of the southeast corner of E. Dean Keeton Street and existing Red River Street (as shown on Exhibit M attached to this Agreement).

(e) Law enforcement jurisdiction (including ticketing) on the North Segment of New Red River Street shall be jointly under UT Austin and Austin Police Department purview.

(f) The University Improvements will be owned, operated and maintained by UT Austin, at UT Austin's sole cost. UT Austin agrees that all University Improvements will be (W0890271.15)

maintained in accordance with applicable laws. The University Improvements will include sidewalks constructed in accordance with the principals and guidelines of the UT Austin 2014 Landscape Master Plan and Design Guidelines to the extent feasible taking into consideration site conditions. UT Austin agrees to operate and maintain those sidewalks in accordance with the principals and guidelines of the UT Austin 2014 Landscape Master Plan and Design Guidelines.

(g) The University will retain a utility easement within the New RR ROW as more fully set out in the Street Easement. The Street Easement will also be subject to easements granted to Texas Gas Service Company for the relocated 10 Inch Gas Line, an easement granted to the City for a 24 inch water line, and an easement for the benefit of the University and TXDOT for the 42 Inch Storm Water Line.

(h) The University shall provide permanent easements, in form reasonably acceptable to the Parties, on University property (which may include area behind the curb) to the extent necessary for the placement of the Traffic Signals. As part of the construction and installation of the Traffic Signals, UT Austin will provide the City with fiber telecommunications services to the Traffic Signals through UT Austin's fiber telecommunications system. UT Austin agrees to pull telecommunication fiber through UT Austin conduit ("*UT Austin Conduit*") from mutually acceptable locations at each of the Traffic Signals to a mutually acceptable location for connection by the City to the City's fiber telecommunications system. Any repair or replacement of the telecommunication fiber serving the Traffic Signals that is within the UT Austin Conduit will be promptly made by UT Austin upon written request of the City.

(i) The street name of the North Segment of New Red River Street shall be Robert Dedman Drive; provided that, if requested by the City, the University agrees to cooperate with the City regarding street name signage for the North Segment of New Red River Street which may include Red River Street as a subname for the North Segment of New Red River Street.

(j) The terms of this Section 5 shall survive the expiration of this Agreement.

6. Operation and Traffic Controls.

(a) The City acknowledges that Red River Street in the Vacated ROW shall be closed to traffic during construction of the Project for approximately twenty-five (25) months (such twenty-five month period beginning on or about December 2, 2019, per Section 3(d) above) before the New Road is fully operational. UT Austin contemplates having two lanes of New Road operational on or about October 31, 2021, in which event the City and UT Austin will cooperate opening those two lanes to traffic at that time until the New Road becomes fully operational. During construction of the Project, traffic operation on Red River Street shall be subject to the City's policies and procedures under the direction of the City Traffic Engineer; provided, however, that it is contemplated that during the time that the Vacated ROW is closed to traffic, alternative traffic routes will consist primarily of San Jacinto Boulevard, Clyde Littlefield Drive, and the frontage roads of IH 35.

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(b) UT Austin will develop in collaboration with the City traffic control and related plans for Arena events and for UT Austin football game days, taking into consideration that events at the Arena will not draw the same number of attendees as are experienced at UT Austin football games. The plans will include accommodations for Capital Metro transit operations.

7. Communication.

(a) The Senior Vice President and Chief Financial Officer of UT Austin (the "*University's Director*") will act on behalf of the University and UT Austin with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the University's policies and decisions with respect to the Project. The University's Director will designate a University Project Manager and may designate other representatives to transmit instructions and act on behalf of the University with respect to the Project.

(b) The City's Transportation Department Director (the "*City's Director*") will act on behalf of the City with respect to the Project, coordinate with the University, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.

(c) If a disagreement between the University and City arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the University Project Manager and the City Project Manager, it shall be referred as soon as possible to the University's Director and the City's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for Mobility and the Vice President – Legal Affairs of UT Austin for Resolution.

8. Liability. To the extent allowed by Constitution and laws of the State of Texas, the City and the University agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions in the development of the Project. Prior to performing any work on the Project, UT Austin will cause its contractors to name the City as an additional insured on a commercial general liability ("*CGL*") insurance policy and on a commercial auto liability ("*Auto Liability*") insurance policy applicable to the Project and all work appurtenant thereto providing, on an occurrence basis, Auto Liability insurance covering all owned, non-owned or hired automobiles to be used on or for the Project with limits on such CGL and Auto Liability policies of not less than \$5,000,000) combined single limit bodily injury and property damage. UT Austin shall also name or cause its contractors to provide Workers' Compensation coverage with the statutorily required limits and Employers' Liability insurance coverage with limits of no less than \$1,500,000 with appropriate waivers of subrogation in favor of the City. Prior to UT Austin's contractor performing any activity for the Project, UT Austin or its contractor

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will provide the City a certificate of insurance evidencing the aforementioned insurance coverages. The liability limits set forth above may be achieved with excess liability insurance.

9. **Schedule.** Construction to support the Project is scheduled to begin on or after September 1, 2019, and construction of the Project is scheduled to be completed by February 15, 2022. The Project schedule is subject to Force Majeure Delays.

10. **General Terms and Conditions.**

(a) **Force Majeure Delays.** The term "*Force Majeure Delays*" shall mean and include delays for causes beyond a Party's reasonable control, including without limitation, delays caused by a labor disputes, riot, civil disturbances, war, military or usurped power, sovereign conduct, sabotage, fires or other casualty, acts of God or the act of conduct of any person or persons not a party or privy hereto, unforeseeable shortages of materials, terrorism, inclement weather, and delays in approvals or permitting by any governmental authority, and new governmental restrictions, ordinances, and regulations. In the event that the performance by either of the Parties of any of their respective obligations or undertakings hereunder shall be interrupted or delayed by a Force Majeure Delay, then the effected Party shall be excused from such performance for such period of time as is reasonably necessary after such Force Majeure Delay to remedy the effect of such delay on such Party's performance.

(b) **Notice.** Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses (email addresses are included for convenience only):

CITY:

Robert Spillar, Director
City of Austin
Transportation Department
901 S. MoPac Expressway, Building 5, Suite 300
Austin, Texas 78746
Email: rob.spillar@austintexas.gov

AND WITH A COPY TO:

Kent Smith
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701
Email: kent.smith@austintexas.gov

UNIVERSITY:

The University of Texas at Austin
Campus Real Estate Office
1616 Guadalupe, Suite 2.508
Austin, Texas 78701
Attn: Amy Wanamaker
Director of Real Estate
Email: awanamaker@austin.utexas.edu

{W0890271.15}

WITH A COPY TO:

The University of Texas System
Real Estate Office
210 West 7th Street
Austin, Texas 78701
Attn: Kirk Tames
Executive Director of Real Estate
Email: ktames@utsystem.edu
Copy: ewalts@utsystem.edu

WITH A COPY TO:

James E. Davis, J.D.
Vice President for Legal Affairs
The University of Texas at Austin
2304 Whitis Avenue
Flawn Academic Center, Suite 438
Austin, Texas 78712
Email: jim.davis@austin.utexas.edu

WITH A COPY TO:

Darrell Bazzell
Senior Vice President and Chief Financial Officer
The University of Texas at Austin
110 Inner Campus Drive _____
Austin, Texas 78712
Email: darrell.bazzell@austin.utexas.edu

WITH A COPY TO:

Richard Suttle, Esq.
Armbrust & Brown PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Email: rsuttle@abaustin.com

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the design and construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of the City, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Austin City Council. The recitals set forth above and the attached exhibits are incorporated herein.

(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the Parties. This Agreement will automatically renew from year to year until the completion of the warranty period for the Project and any litigation or other matters surviving the completion of the Project, unless terminated earlier by the written agreement of the Parties.

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(f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

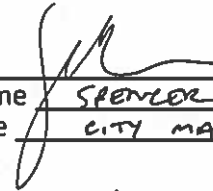
(h) Current Funds. The Party or Parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

(i) Non-Waiver Provision. The University is an agency of the State of Texas and the City is a Texas municipal corporation. Nothing in this Agreement shall be construed as a waiver or relinquishment by the University or by the City of their respective rights to claim any or all of the exemptions, privileges, and immunities as may be provided by or allowed under the Constitution of the State of Texas or any other applicable laws.

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CITY:

CITY OF AUSTIN

By: 
Name SPENCER CRONK
Title CITY MANAGER
Date 8/30/2019

Approved as to Form:


Assistant City Attorney

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[UNIVERSITY'S EXECUTION ON FOLLOWING PAGE]

{W0890271.15}

UNIVERSITY:

**BOARD OF REGENTS OF THE UNIVERSITY OF
TEXAS SYSTEM**

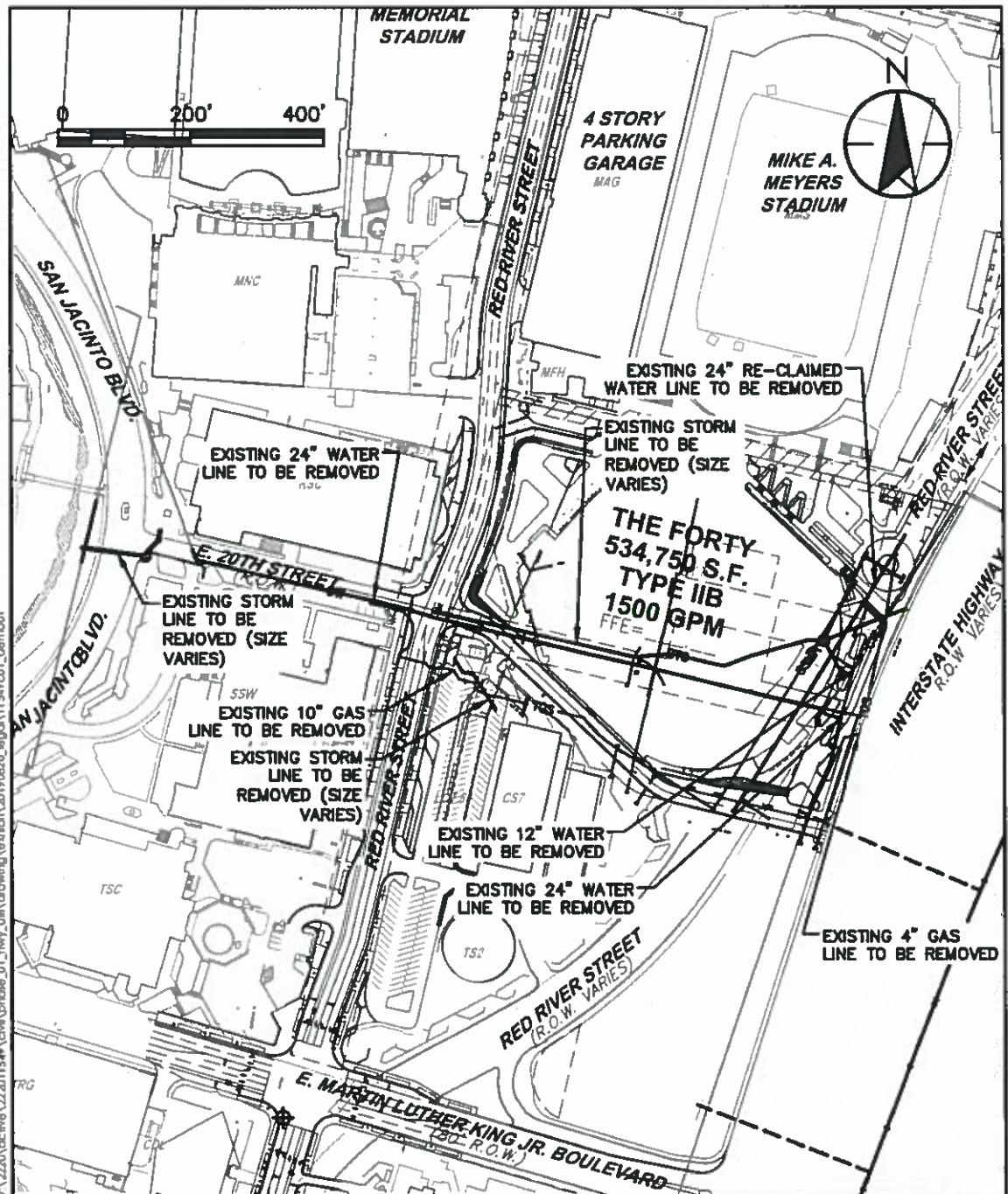
By: 
Kirk S. Tames, Executive Director
Real Estate Office
The University of Texas System

Date: August 30, 2019

Approved as to Content:

THE UNIVERSITY OF TEXAS AT AUSTIN

By: 
Amy Wanamaker
Director of Real Estate



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Stantec Consulting Services Inc.
1905 Alarich Street Suite 300
Austin TX 78723-3544
Tel: (512) 329-0011
www.stantec.com

TBPE # F-6324
TBPLS # 10194230

Client/Project

THE UNIVERSITY OF TEXAS
AT AUSTIN
RED RIVER RE-ALIGNMENT

Project No.

222011549

Title

UTILITIES PROPOSED FOR
REMOVAL

Revision

0

Date

2019.08.23

Reference Sheet

Figure No

1

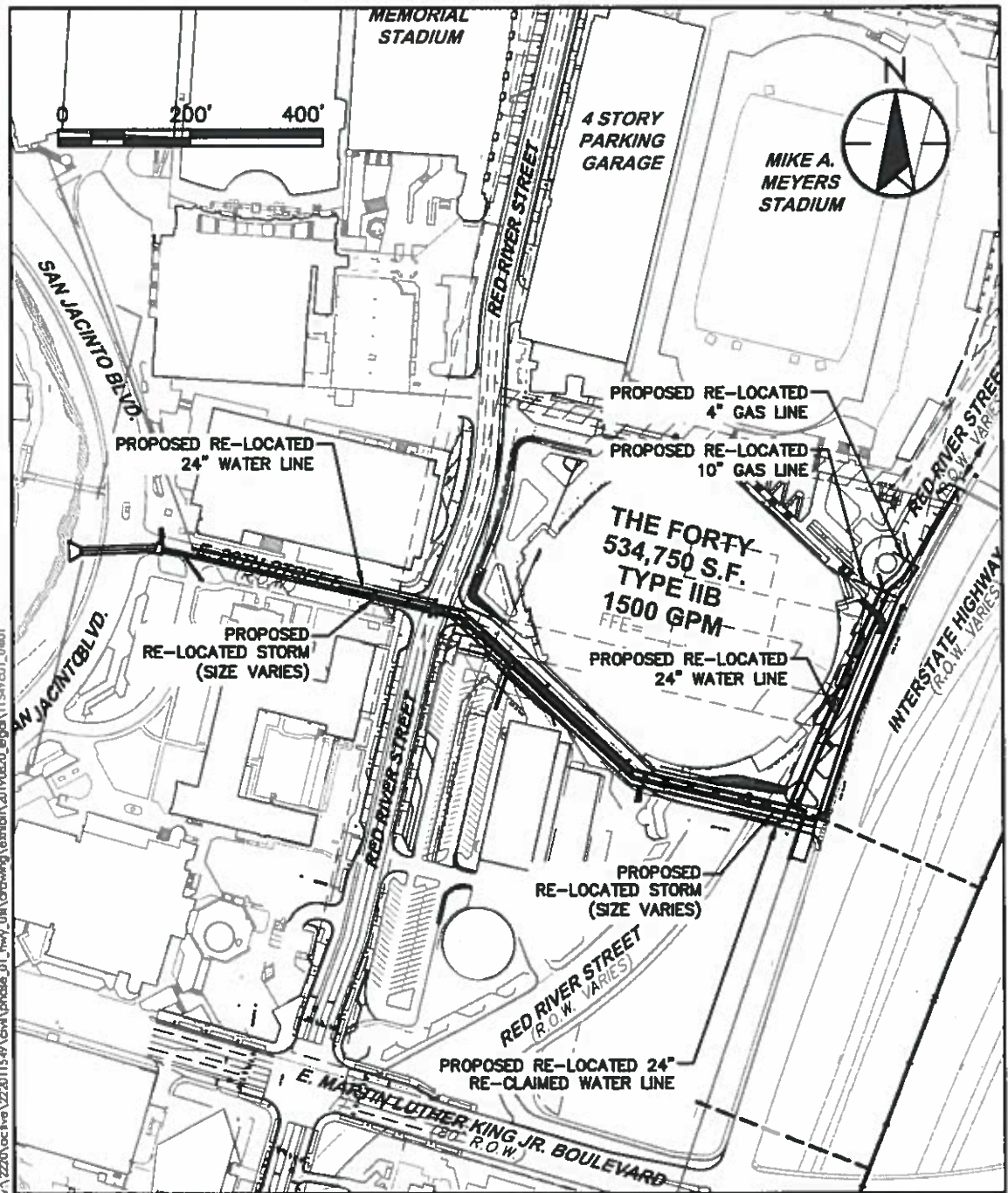
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Exhibit A

INTERLOCAL COOPERATION AGREEMENT

Page 2

Red River Street



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Stantec Consulting Services Inc.
1905 Alarich Street Suite 300
Austin TX 78723-3544
Tel: (512) 328-0011
www.stantec.com

TBPE # F-6324
TBPLS # 10194230

Client/Project
**THE UNIVERSITY OF TEXAS
AT AUSTIN
RED RIVER RE-ALIGNMENT**

Project No.
222011549

Title
**PROPOSED RE-LOCATED
UTILITIES**

Revision 0	Date 2019.08.23
Reference Sheet	Figure No. 2

{W0890271.15}

Exhibit A

EXHIBIT B

NEW RR ROW

{W0890271.15}

INTERLOCAL COOPERATION AGREEMENT

Exhibit B

Page 1

Red River Street

4.516 ACRE
NORTH SEGMENT OF NEW
RED RIVER STREET EASEMENT

FN. NO. 19-177 (ABB)
AUGUST 14, 2019
JOB NO. 222010626

DESCRIPTION

A 4.516 ACRE TRACT OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS BEING A PORTION OF BLOCK 3, BLOCK 4, BLOCK 14, BLOCK 20, BLOCK 40, BLOCK 41, BLOCK 50, BLOCK 54, VACATED E. 19-1/2 STREET, VACATED E. 20TH STREET, VACATED E. 20-1/2 STREET, VACATED E. 22ND STREET, VACATED E. 23RD STREET, VACATED E. 23-1/2 STREET, VACATED E. 24TH STREET, VACATED E. 25TH STREET AND VACATED RED RIVER STREET RIGHTS-OF-WAY AS SHOWN ON CHRISTIAN AND FELLMAN'S SUBDIVISION, OF RECORD IN VOLUME 1, PAGE 73 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID BLOCK 4, A PORTION OF VACATED E. 19-1/2 STREET AND A PORTION OF VACATED E. 20TH STREET BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY DEED OF RECORD IN VOLUME 4589, PAGE 2335 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID BLOCK 14 CONVEYED TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY DEED OF RECORD IN VOLUME 1469, PAGE 455 OF SAID DEED RECORDS; SAID VACATED E. 20TH STREET AND A PORTION OF E. 20-1/2 STREET BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY DEED OF RECORD IN VOLUME 4349, PAGE 471 OF SAID DEED RECORDS; SAID VACATED RED RIVER STREET AND VACATED E. 22ND STREET BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY DEED OF RECORD IN VOLUME 7240, PAGE 1263 OF SAID DEED RECORDS; SAID BLOCK 20 AND A PORTION OF VACATED E. 20-1/2TH STREET BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY DEED OF RECORD IN VOLUME 4589, PAGE 2330 OF SAID DEED RECORDS; SAID BLOCKS 41, 50 AND 54, A PORTION OF VACATED E. 23-1/2 STREET, A PORTION OF VACATED E. 24TH STREET AND A PORTION OF VACATED E. 25TH STREET BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY DEED OF RECORD IN VOLUME _____, PAGE _____ OF SAID DEED RECORDS; SAID BLOCK 3 AND 40 AND A PORTION OF E. 23RD STREET BEING CONVEYED TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY DEED OF RECORD IN VOLUME _____, PAGE _____ OF SAID DEED RECORDS; SAID 4.516 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod with "STANTEC" cap set at the intersection of the westerly right-of-way line of Red River Street (R.O.W. varies) and the northerly right-of-way line of E. Martin Luther King Jr. Boulevard (80' R.O.W.), being the southerly line of said University of Texas tract conveyed in Volume 4589, Page 2335;

THENCE, N73°33'17"W, leaving the westerly line of Red River Street, along the northerly line of E. Martin Luther King Jr. Boulevard, being the southerly line of said University of Texas tract conveyed in Volume 4589, Page 2335, a distance of 24.65 feet to the **POINT OF BEGINNING** and southeasterly corner hereof;

THENCE, N73°33'17"W, continuing along the northerly line of E. Martin Luther King Jr. Boulevard, in part being the southerly line of said University of Texas tract conveyed in Volume 4589, Page 2335, in part being the southerly line of said Vacated Red River Street, in part being the southerly line of said University of Texas tract conveyed in Volume _____, Page _____, for the southerly line hereof, a distance of 99.51 feet to the southwesterly corner hereof;

THENCE, leaving the northerly line of E. Martin Luther King Jr. Boulevard, over and across said University of Texas tracts, for the westerly line hereof, the following sixty-six (66) courses and distances:

- 1) Along a non-tangent curve to the left, having a radius of 33.00 feet, a central angle of 42°37'27", an arc length of 24.55 feet, and a chord which bears, N37°48'45"E, a distance of 23.99 feet to the end of said curve;
- 2) N16°30'01"E, a distance of 34.21 feet to the point of curvature of a tangent curve to the right;
- 3) Along said tangent curve to the right, having a radius of 234.49 feet, a central angle of 4°01'45", an arc length of 16.49 feet, and a chord which bears, N18°30'54"E, a distance of 16.49 feet to the point of tangency of said curve;
- 4) N20°31'46"E, a distance of 114.77 feet to the point of curvature of a tangent curve to the left;
- 5) Along said tangent curve to the left, having a radius of 14.50 feet, a central angle of 98°14'14", an arc length of 24.86 feet, and a chord which bears, N28°35'21"W, a distance of 21.93 feet to the point of tangency of said curve;
- 6) N18°28'11"E, a distance of 26.15 feet to the point of curvature of a non-tangent curve to the left;

- 7) Along said non-tangent curve to the left, having a radius of 14.50 feet, a central angle of $88^{\circ}55'05''$, an arc length of 22.50 feet, and a chord which bears, $N57^{\circ}49'59''E$, a distance of 20.31 feet to the end of said curve;
- 8) $N13^{\circ}22'27''E$, a distance of 38.30 feet to an angle point;
- 9) $N25^{\circ}42'18''E$, a distance of 51.51 feet to an angle point;
- 10) $N13^{\circ}22'27''E$, a distance of 18.22 feet to an angle point;
- 11) $N31^{\circ}37'33''W$, a distance of 15.56 feet to an angle point;
- 12) $N13^{\circ}22'27''E$, a distance of 228.56 feet to an angle point;
- 13) $N13^{\circ}23'08''E$, a distance of 35.86 feet to an angle point;
- 14) $N58^{\circ}23'08''E$, a distance of 15.56 feet to an angle point;
- 15) $N13^{\circ}23'08''E$, a distance of 5.01 feet to the point of curvature of a tangent curve to the right;
- 16) Along said tangent curve to the right, having a radius of 222.00 feet, a central angle of $3^{\circ}49'34''$, an arc length of 14.82 feet, and a chord which bears, $N15^{\circ}17'55''E$, a distance of 14.82 feet to the point of curvature of a reverse curve to the left;
- 17) Along said reverse curve to the left, having a radius of 28.00 feet, a central angle of $93^{\circ}03'50''$, an arc length of 45.48 feet, and a chord which bears, $N29^{\circ}19'13''W$, a distance of 40.64 feet to the point of tangency of said curve;
- 18) $N33^{\circ}06'40''E$, a distance of 29.16 feet to the point of curvature of a non-tangent curve to the left;
- 19) Along said non-tangent curve to the left, having a radius of 28.00 feet, a central angle of $81^{\circ}28'57''$, an arc length of 39.82 feet, and a chord which bears, $N62^{\circ}46'19''E$, a distance of 36.55 feet to the end of said curve;
- 20) $N22^{\circ}01'50''E$, a distance of 84.05 feet to the point of curvature of a tangent curve to the left;

- 21) Along said tangent curve to the left, having a radius of 476.50 feet, a central angle of $18^{\circ}14'44''$, an arc length of 151.74 feet, and a chord which bears, $N12^{\circ}54'28''E$, a distance of 151.10 feet to the point of tangency of said curve;
- 22) $N03^{\circ}47'06''E$, a distance of 5.31 feet to the point of curvature of a tangent curve to the left;
- 23) Along said tangent curve to the left, having a radius of 18.00 feet, a central angle of $90^{\circ}40'56''$, an arc length of 28.49 feet, and a chord which bears, $N41^{\circ}33'22''W$, a distance of 25.61 feet to the point of tangency of said curve;
- 24) $N04^{\circ}00'10''E$, a distance of 60.95 feet to the point of curvature of a non-tangent curve to the left;
- 25) Along said non-tangent curve to the left, having a radius of 18.00 feet, a central angle of $89^{\circ}56'43''$, an arc length of 28.26 feet, and a chord which bears, $N48^{\circ}45'28''E$, a distance of 25.44 feet to the end of said curve;
- 26) $N03^{\circ}47'06''E$, a distance of 53.16 feet to the point of curvature of a tangent curve to the right;
- 27) Along said tangent curve to the right, having a radius of 523.50 feet, a central angle of $9^{\circ}39'13''$, an arc length of 88.20 feet, and a chord which bears, $N08^{\circ}36'43''E$, a distance of 88.10 feet to the point of tangency of said curve;
- 28) $N13^{\circ}26'19''E$, a distance of 759.84 feet to the point of curvature of a tangent curve to the left;
- 29) Along said tangent curve to the left, having a radius of 976.50 feet, a central angle of $1^{\circ}20'14''$, an arc length of 22.79 feet, and a chord which bears, $N12^{\circ}46'12''E$, a distance of 22.79 feet to the point of tangency of said curve;
- 30) $N12^{\circ}06'05''E$, a distance of 105.07 feet to the point of curvature of a tangent curve to the left;
- 31) Along said tangent curve to the left, having a radius of 48.00 feet, a central angle of $98^{\circ}14'25''$, an arc length of 82.30 feet, and a chord which bears, $N37^{\circ}01'08''W$, a distance of 72.58 feet to the point of tangency of said curve;

- 32) N26°28'42"E, a distance of 35.47 feet to an angle point;
- 33) S86°02'52"E, a distance of 15.47 feet to the point of curvature of a non-tangent curve to the left;
- 34) Along said non-tangent curve to the left, having a radius of 5.53 feet, a central angle of 180°03'26", an arc length of 17.36 feet, and a chord which bears, N03°55'35"E, a distance of 11.05 feet to the end of said curve;
- 35) N86°06'04"W, a distance of 10.89 feet to an angle point;
- 36) N26°28'42"E, a distance of 35.56 feet to the point of curvature of a non-tangent curve to the left;
- 37) Along said non-tangent curve to the left, having a radius of 48.00 feet, a central angle of 76°31'52", an arc length of 64.11 feet, and a chord which bears, N55°37'58"E, a distance of 59.45 feet to the end of said curve;
- 38) N17°22'02"E, a distance of 51.35 feet to the point of curvature of a tangent curve to the left;
- 39) Along said tangent curve to the left, having a radius of 3.00 feet, a central angle of 45°00'00", an arc length of 2.36 feet, and a chord which bears, N05°07'58"W, a distance of 2.30 feet to the point of tangency of said curve;
- 40) N27°37'58"W, a distance of 22.80 feet to an angle point;
- 41) N17°22'02"E, a distance of 84.06 feet to the point of curvature of a tangent curve to the left;
- 42) Along said tangent curve to the left, having a radius of 459.50 feet, a central angle of 3°58'24", an arc length of 31.86 feet, and a chord which bears, N15°22'50"E, a distance of 31.86 feet to the point of tangency of said curve;
- 43) N13°23'39"E, a distance of 399.13 feet to an angle point;
- 44) S31°36'21"E, a distance of 21.63 feet to the point of curvature of a tangent curve to the left;
- 45) Along said tangent curve to the left, having a radius of 1.00 feet, a central angle of 135°00'00", an arc length of 2.36 feet, and a chord which bears, N80°53'39"E, a distance of 1.85 feet to the point of tangency of said curve;

- 46) N13°23'39"E, a distance of 178.69 feet to the point of curvature of a tangent curve to the left;
- 47) Along said tangent curve to the left, having a radius of 3.00 feet, a central angle of 45°02'54", an arc length of 2.36 feet, and a chord which bears, N09°07'48"W, a distance of 2.30 feet to the point of tangency of said curve;
- 48) N31°39'15"W, a distance of 15.41 feet to an angle point;
- 49) N13°19'29"E, a distance of 61.13 feet to an angle point;
- 50) N18°47'43"E, a distance of 0.34 feet to the point of curvature of a tangent curve to the left;
- 51) Along said tangent curve to the left, having a radius of 18.38 feet, a central angle of 55°24'15", an arc length of 17.78 feet, and a chord which bears, N08°54'24"W, a distance of 17.09 feet to the point of curvature of a compound curve to the left;
- 52) Along said compound curve to the left, having a radius of 26.40 feet, a central angle of 14°46'03", an arc length of 6.80 feet, and a chord which bears, N43°59'34"W, a distance of 6.78 feet to the point of curvature of a compound curve to the left;
- 53) Along said compound curve to the left, having a radius of 14.54 feet, a central angle of 19°17'31", an arc length of 4.90 feet, and a chord which bears, N61°01'21"W, a distance of 4.87 feet to the point of curvature of a compound curve to the left;
- 54) Along said compound curve to the left, having a radius of 20.11 feet, a central angle of 15°51'10", an arc length of 5.57 feet, and a chord which bears, N78°35'42"W, a distance of 5.55 feet to the point of tangency of said curve;
- 55) N16°38'25" E, a distance of 44.41 feet to an angle point;
- 56) N10°41'49"E, a distance of 0.50 feet to an angle point;
- 57) S79°28'26"E, a distance of 0.27 feet to the point of curvature of a tangent curve to the left;

- 58) Along said tangent curve to the left, having a radius of 43.71 feet, a central angle of $10^{\circ}50'35''$, an arc length of 8.27 feet, and a chord which bears, $S84^{\circ}53'43''E$, a distance of 8.26 feet to the point of curvature of a compound curve to the left;
- 59) Along said compound curve to the left, having a radius of 9.20 feet, a central angle of $26^{\circ}10'18''$, an arc length of 4.20 feet, and a chord which bears, $N76^{\circ}35'50''E$, a distance of 4.17 feet to the point of tangency of said curve;
- 60) $N65^{\circ}37'31''E$, a distance of 4.11 feet to the point of curvature of a tangent curve to the left;
- 61) Along said tangent curve to the left, having a radius of 13.25 feet, a central angle of $37^{\circ}16'04''$, an arc length of 8.62 feet, and a chord which bears, $N46^{\circ}59'29''E$, a distance of 8.46 feet to the point of tangency of said curve;
- 62) $N26^{\circ}27'56''E$, a distance of 18.30 feet to the point of curvature of a tangent curve to the right;
- 63) Along said tangent curve to the right, having a radius of 270.12 feet, a central angle of $8^{\circ}03'54''$, an arc length of 38.02 feet, and a chord which bears, $N30^{\circ}29'54''E$, a distance of 37.99 feet to the point of curvature of a compound curve to the right;
- 64) Along said compound curve to the right, having a radius of 415.66 feet, a central angle of $6^{\circ}07'53''$, an arc length of 44.48 feet, and a chord which bears, $N37^{\circ}35'47''E$, a distance of 44.46 feet to the point of tangency of said curve;
- 65) $N42^{\circ}01'27''E$, a distance of 187.41 feet to the point of curvature of a tangent curve to the left;
- 66) Along said tangent curve to the left, having a radius of 26.42 feet, a central angle of $40^{\circ}27'28''$, an arc length of 18.66 feet, and a chord which bears, $N21^{\circ}47'43''E$, a distance of 18.27 feet to a point in the southerly right-of-way line of E. Dean Keeton Street (R.O.W. varies), being the northerly line of said Vacated Red River Street for the northwesterly corner hereof;

THENCE, S39°01'31"E, along the southerly line of E. Dean Keeton Street, being the northerly line of Vacated Red River Street, for a portion of the northerly line hereof, a distance of 32.41 feet to an angle point;

THENCE, leaving the southerly line of E. Dean Keeton Street, over and across said Vacated Red River Street, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) S42°39'43"W, a distance of 95.72 feet to the point of curvature of a non-tangent curve to the left;
- 2) Along said non-tangent curve to the left, having a radius of 5.62 feet, a central angle of 202°44'57", an arc length of 19.87 feet, and a chord which bears, S50°59'24"E, a distance of 11.01 feet to the end of said curve;
- 3) N42°39'53"E, a distance of 93.44 feet to a point in the southerly line of E. Dean Keeton Street, being the northerly line of said Vacated Red River Street;

THENCE, S39°11'02"E, along the southerly line of E. Dean Keeton Street, being the northerly line of said Vacated Red River Street, for a portion of the northerly line hereof, a distance of 24.56 feet;

THENCE, leaving the southerly line of E. Dean Keeton Street, over and across said Vacated Red River Street, for a portion of the northerly line hereof, the following four (4) courses and distances:

- 1) Along a non-tangent curve to the right, having a radius of 1940.59 feet, a central angle of 0°02'05", an arc length of 1.17 feet, and a chord which bears, S40°45'41"W, a distance of 1.17 feet to the point of curvature of a non-tangent curve to the left;
- 2) Along said non-tangent curve to the left, having a radius of 1.35 feet, a central angle of 61°36'36", an arc length of 1.45 feet, and a chord which bears, S29°45'00"W, a distance of 1.38 feet to the point of curvature of a non-tangent curve to the left;
- 3) Along said non-tangent curve to the left, having a radius of 1.45 feet, a central angle of 105°15'08", an arc length of 2.66 feet, and a chord which bears, S55°16'58"E, a distance of 2.31 feet to the point of curvature of a non-tangent curve to the right;

- 4) Along said non-tangent curve to the right, having a radius of 80.71 feet, a central angle of $1^{\circ}24'16''$, an arc length of 1.98 feet, and a chord which bears, $N74^{\circ}58'44''E$, a distance of 1.98 feet to a point in the southerly line of E. Dean Keeton Street, being the northerly line of said Vacated Red River Street;

THENCE, $S39^{\circ}11'02''E$, along the southerly line of E. Dean Keeton Street, being the northerly line of said Vacated Red River Street, for a portion of the northerly line hereof, a distance of 16.95 feet to the northeasterly corner hereof;

THENCE, leaving the southerly line of E. Dean Keeton Street, over and across said University of Texas Tracts, for the easterly line hereof, the following fifty-one (51) courses and distances:

- 1) $S84^{\circ}47'53''W$, a distance of 2.80 feet to the point of curvature of a non-tangent curve to the left;
- 2) Along said non-tangent curve to the left, having a radius of 21.27 feet, a central angle of $23^{\circ}40'46''$, an arc length of 8.79 feet, and a chord which bears, $S73^{\circ}54'18''W$, a distance of 8.73 feet to the point of curvature of a compound curve to the left;
- 3) Along said compound curve to the left, having a radius of 23.78 feet, a central angle of $26^{\circ}31'07''$, an arc length of 11.00 feet, and a chord which bears, $S48^{\circ}48'21''W$, a distance of 10.91 feet to the point of tangency of said curve;
- 4) $S43^{\circ}06'09''W$, a distance of 12.40 feet to an angle point;
- 5) $S42^{\circ}49'48''W$, a distance of 77.89 feet to an angle point;
- 6) $S42^{\circ}41'33''W$, a distance of 65.63 feet to the point of curvature of a non-tangent curve to the left;
- 7) Along said non-tangent curve to the left, having a radius of 486.12 feet, a central angle of $4^{\circ}02'20''$, an arc length of 34.27 feet, and a chord which bears, $S41^{\circ}18'58''W$, a distance of 34.26 feet to the end of said curve;
- 8) $S39^{\circ}17'47''W$, a distance of 5.83 feet to an angle point;
- 9) $S32^{\circ}52'46''W$, a distance of 37.25 feet to an angle point;


- 10) S28°49'38"W, a distance of 21.12 feet to an angle point;
- 11) S25°06'33"W, a distance of 5.65 feet to an angle point;
- 12) S22°21'09" W, a distance of 3.67 feet to an angle point;
- 13) S24°21'26"W, a distance of 16.13 feet to the point of curvature of a non-tangent curve to the right;
- 14) Along said non-tangent curve to the right, having a radius of 2095.14 feet, a central angle of 0°56'30", an arc length of 34.44 feet, and a chord which bears, S17°28'06"W, a distance of 34.43 feet to the point of curvature of a reverse curve to the left;
- 15) Along said reverse curve to the left, having a radius of 180.13 feet, a central angle of 4°31'57", an arc length of 14.25 feet, and a chord which bears, S15°40'22"W, a distance of 14.25 feet to the point of tangency of said curve;
- 16) S13°24'24"W, a distance of 5.63 feet to an angle point;
- 17) S13°37'40"W, a distance of 40.07 feet to an angle point;
- 18) N76°36'21"W, a distance of 0.04 feet to an angle point;
- 19) S13°23'39"W, a distance of 578.86 feet to the point of curvature of a tangent curve to the right;
- 20) Along said tangent curve to the right, having a radius of 523.50 feet, a central angle of 3°58'24", an arc length of 36.30 feet, and a chord which bears, S15°22'50"W, a distance of 36.30 feet to the point of tangency of said curve;
- 21) S17°22'02"W, a distance of 201.15 feet to the point of curvature of a tangent curve to the left;
- 22) Along said tangent curve to the left, having a radius of 501.50 feet, a central angle of 5°15'57", an arc length of 46.09 feet, and a chord which bears, S14°44'04"W, a distance of 46.08 feet to the point of tangency of said curve;
- 23) S12°06'05"W, a distance of 178.42 feet to the point of curvature of a tangent curve to the right;

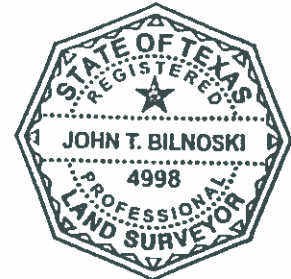
- 24) Along said tangent curve to the right, having a radius of 1023.50 feet, a central angle of $1^{\circ}20'14''$, an arc length of 23.89 feet, and a chord which bears, $S12^{\circ}46'12''W$, a distance of 23.89 feet to the point of tangency of said curve;
- 25) $S13^{\circ}26'19''W$, a distance of 154.35 feet to the point of curvature of a tangent curve to the left;
- 26) Along said tangent curve to the left, having a radius of 23.00 feet, a central angle of $90^{\circ}10'55''$, an arc length of 36.20 feet, and a chord which bears, $S31^{\circ}39'08''E$, a distance of 32.58 feet to the point of tangency of said curve;
- 27) $S13^{\circ}38'00''W$, a distance of 37.05 feet to the point of curvature of a non-tangent curve to the left;
- 28) Along said non-tangent curve to the left, having a radius of 23.00 feet, a central angle of $89^{\circ}52'07''$, an arc length of 36.08 feet, and a chord which bears, $S58^{\circ}22'23''W$, a distance of 32.49 feet to the end of said curve;
- 29) $S13^{\circ}26'19''W$, a distance of 514.24 feet to the point of curvature of a tangent curve to the left;
- 30) Along said tangent curve to the left, having a radius of 18.00 feet, a central angle of $84^{\circ}29'01''$, an arc length of 26.54 feet, and a chord which bears, $S28^{\circ}48'11''E$, a distance of 24.20 feet to the point of tangency of said curve;
- 31) $S11^{\circ}53'03''W$, a distance of 50.45 feet to the point of curvature of a non-tangent curve to the left;
- 32) Along said non-tangent curve to the left, having a radius of 12.00 feet, a central angle of $98^{\circ}56'05''$, an arc length of 20.72 feet, and a chord which bears, $S53^{\circ}58'10''W$, a distance of 18.24 feet to the point of curvature of a compound curve to the left;
- 33) Along said compound curve to the left, having a radius of 476.50 feet, a central angle of $0^{\circ}43'01''$, an arc length of 5.96 feet, and a chord which bears, $S04^{\circ}08'37''W$, a distance of 5.96 feet to the point of tangency of said curve;
- 34) $S03^{\circ}47'06''W$, a distance of 155.42 feet to the point of curvature of a tangent curve to the right;

- 35) Along said tangent curve to the right, having a radius of 523.50 feet, a central angle of $18^{\circ}14'44''$, an arc length of 166.71 feet, and a chord which bears, $S12^{\circ}54'28''W$, a distance of 166.00 feet to the point of tangency of said curve;
- 36) $S22^{\circ}01'50''W$, a distance of 73.69 feet to the point of curvature of a tangent curve to the left;
- 37) Along said tangent curve to the left, having a radius of 24.50 feet, a central angle of $93^{\circ}22'18''$, an arc length of 39.93 feet, and a chord which bears, $S24^{\circ}39'19''E$, a distance of 35.65 feet to the point of tangency of said curve;
- 38) $S31^{\circ}39'32''W$, a distance of 28.87 feet to the point of curvature of a non-tangent curve to the left;
- 39) Along said non-tangent curve to the left, having a radius of 24.50 feet, a central angle of $86^{\circ}56'02''$, an arc length of 37.17 feet, and a chord which bears, $S64^{\circ}01'29''W$, a distance of 33.71 feet to the point of curvature of a compound curve to the left;
- 40) Along said compound curve to the left, having a radius of 178.00 feet, a central angle of $7^{\circ}10'11''$, an arc length of 22.28 feet, and a chord which bears, $S16^{\circ}58'18''W$, a distance of 22.27 feet to the point of tangency of said curve;
- 41) $S13^{\circ}23'08''W$, a distance of 51.85 feet to an angle point;
- 42) $S13^{\circ}22'27''W$, a distance of 237.46 feet to the point of curvature of a tangent curve to the left;
- 43) Along said tangent curve to the left, having a radius of 24.50 feet, a central angle of $90^{\circ}21'58''$, an arc length of 38.64 feet, and a chord which bears, $S31^{\circ}48'32''E$, a distance of 34.76 feet to the point of tangency of said curve;
- 44) $S14^{\circ}03'50''W$, a distance of 26.00 feet to the point of curvature of a non-tangent curve to the left;
- 45) Along said non-tangent curve to the left, having a radius of 24.50 feet, a central angle of $89^{\circ}38'02''$, an arc length of 38.33 feet, and a chord which bears, $S58^{\circ}11'28''W$, a distance of 34.54 feet to the end of said curve;

- 46) S13°22'27"W, a distance of 77.34 feet to the point of curvature of a tangent curve to the right;
- 47) Along said tangent curve to the right, having a radius of 222.00 feet, a central angle of 7°09'19", an arc length of 27.72 feet, and a chord which bears, S16°57'06"W, a distance of 27.71 feet to the point of tangency of said curve;
- 48) S20°31'46"W, a distance of 92.45 feet to an angle point;
- 49) S16°30'01"W, a distance of 49.50 feet to the point of curvature of a tangent curve to the left;
- 50) Along said tangent curve to the left, having a radius of 33.00 feet, a central angle of 89°29'15", an arc length of 51.54 feet, and a chord which bears, S28°14'36"E, a distance of 46.46 feet to the point of tangency of said curve;
- 51) S13°21'35"W, a distance of 1.52 feet to the **POINT OF BEGINNING**, containing an area of 4.516 acre (196,730 square feet) of land, more or less, within these metes and bounds.

STANTEC CONSULTING
SERVICES INC.
1905 ALDRICH STREET
SUITE 300
AUSTIN, TEXAS 78723


JOHN T. BILNOSKI Date
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # 10194230
john.bilnoski@stantec.com

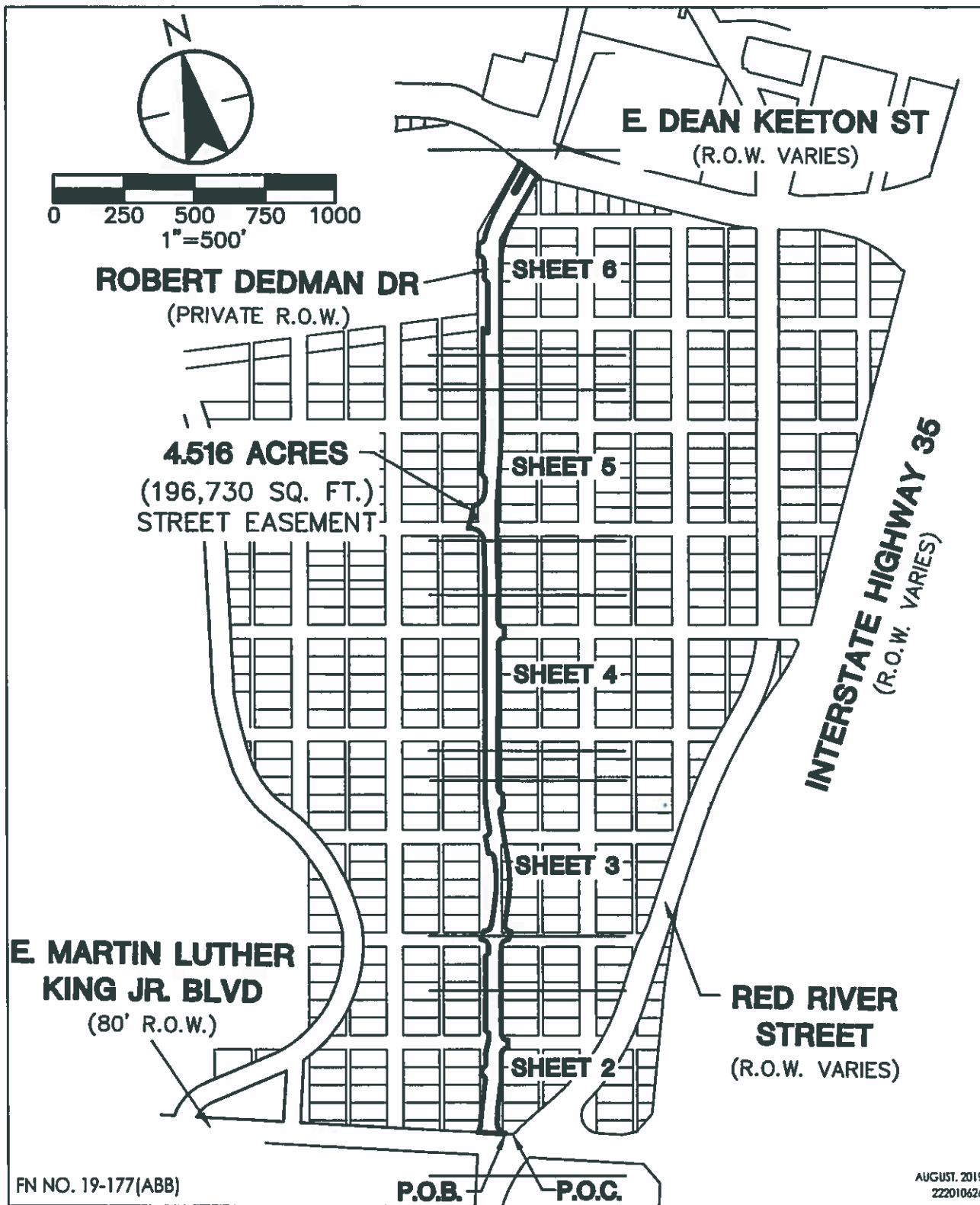


FIELD NOTES REVIEWED

BY:  DATE: 09.12.2019

CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

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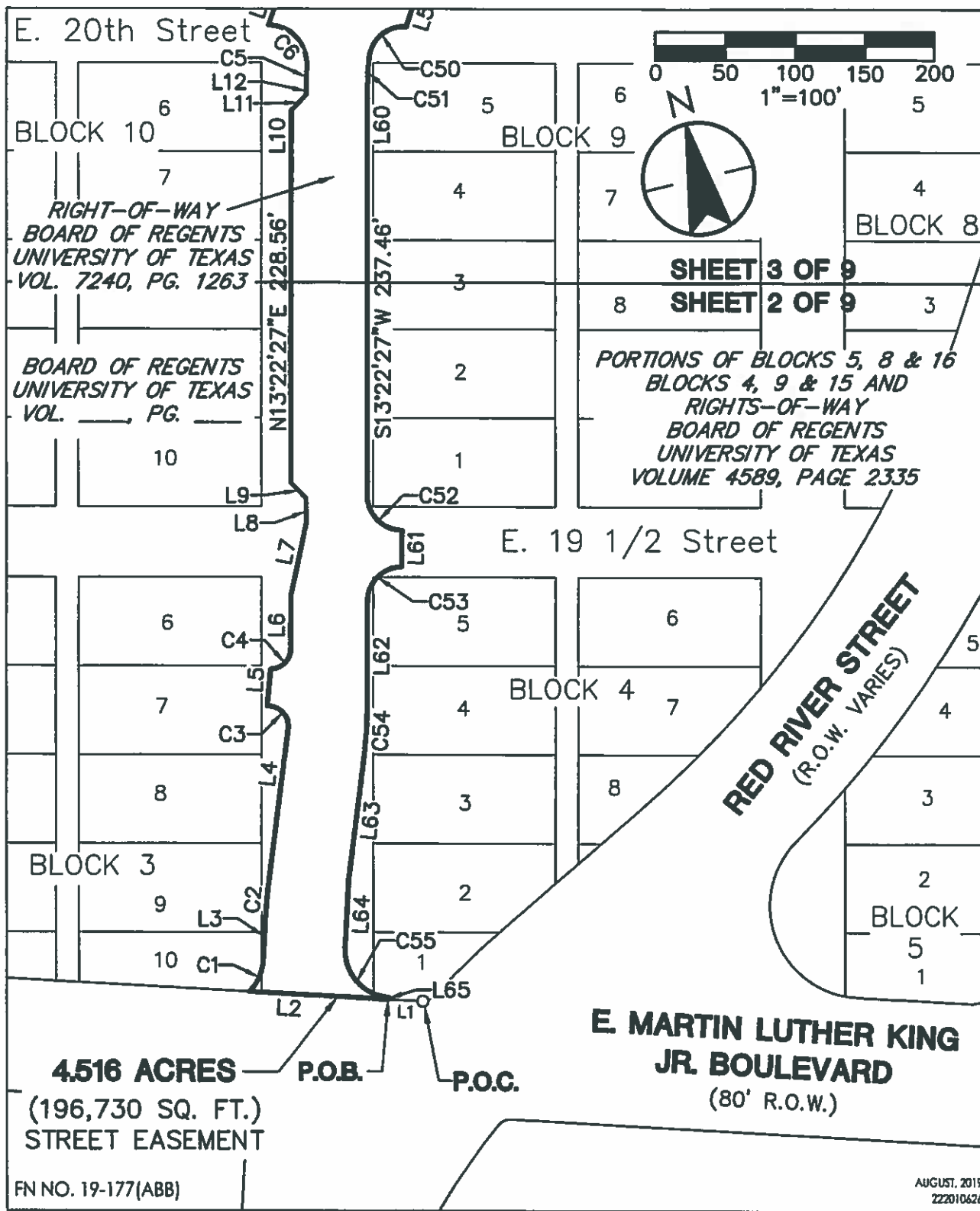
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**NORTH SEGMENT OF
NEW RED RIVER STREET**

Figure No.
SHEET 1 OF 9
Title
STREET EASEMENT

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NORTH SEGMENT OF
NEW RED RIVER STREET

Figure No.
SHEET 2 OF 9
Title
STREET EASEMENT

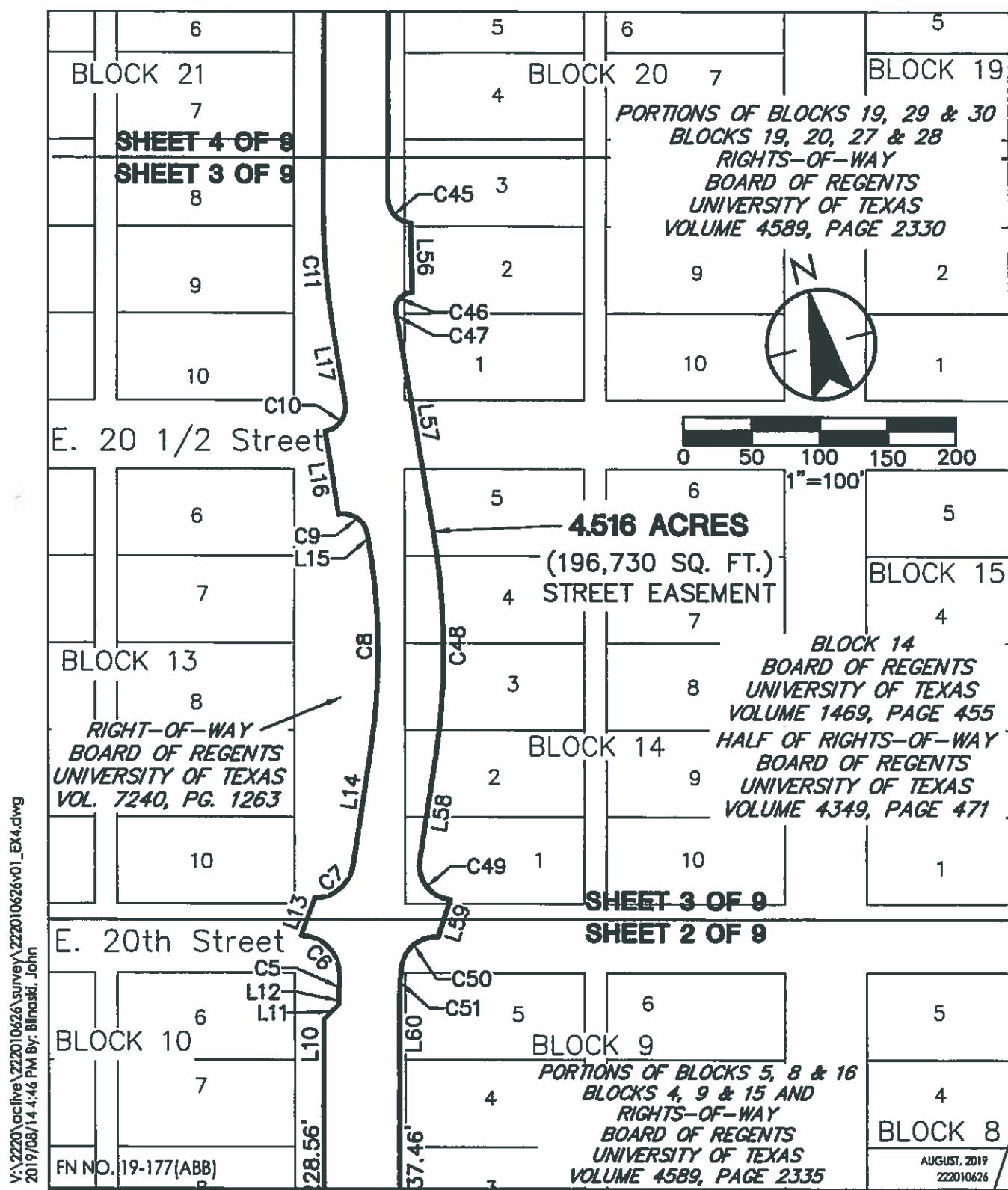
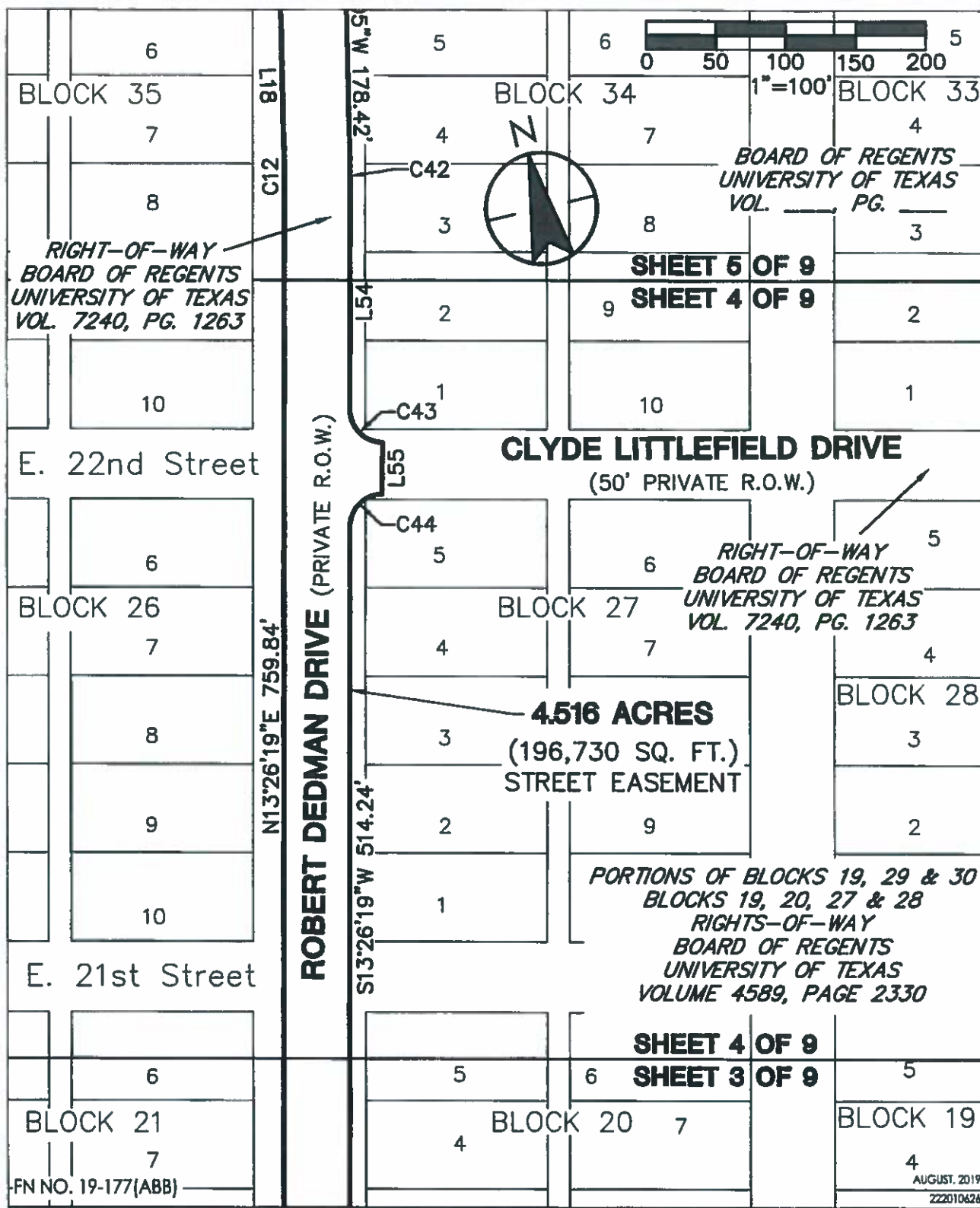
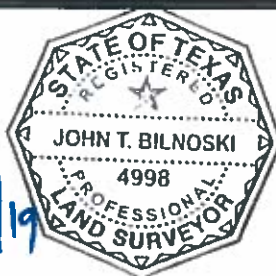


Figure No. SHEET 3 OF 9
Title STREET EASEMENT



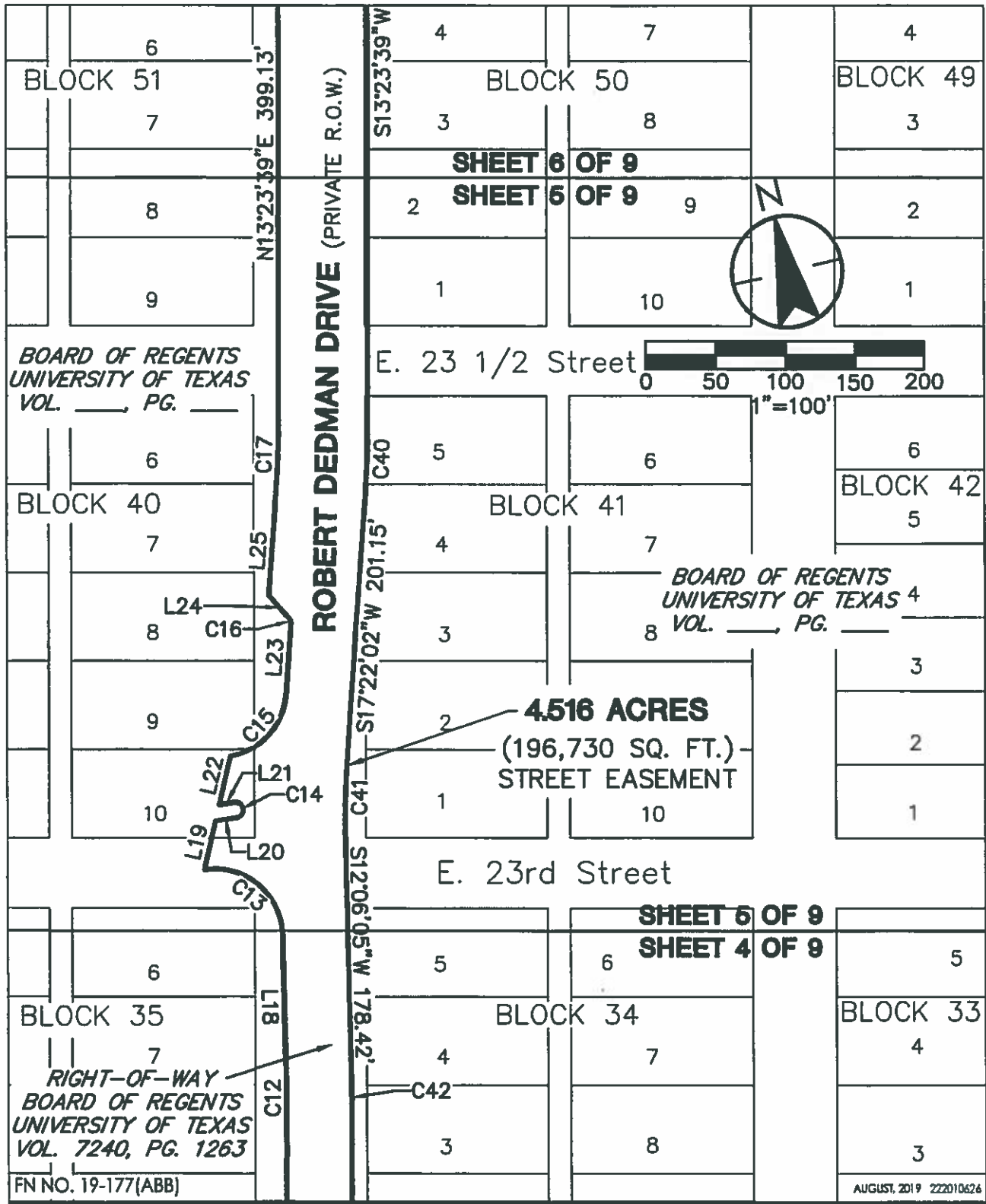
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NORTH SEGMENT OF
NEW RED RIVER STREET

Figure No. SHEET 4 OF 9
Title STREET EASEMENT

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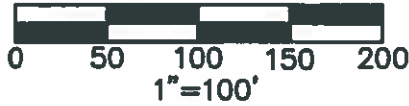


Client/Project
**NORTH SEGMENT OF
NEW RED RIVER STREET**

Figure No.
SHEET 5 OF 9
Title
STREET EASEMENT



BOARD OF REGENTS
UNIVERSITY OF TEXAS
VOL. 466, PG. 567



BOARD OF REGENTS
RIGHT-OF-WAY
UNIVERSITY OF TEXAS
VOL. 7240, PG. 1263

E DEAN KEETON ST
(R.O.W. VARIES)

BOARD OF REGENTS
UNIVERSITY OF TEXAS
VOL. ____, PG. ____

E. 25th Street

L34
C24
L33
L32
L31
C20-C23
L29
L28
C19
L27
C18
L26

**ROBERT
DEDMAN DR**
(PRIVATE R.O.W.)

L35
C26
C25
L45-L50
C38
C39
L51
L52
L53
BLOCK 54

6
7
8
9
10

5
4
3
1

BOARD OF REGENTS
UNIVERSITY OF TEXAS
VOL. ____, PG. ____

E. 24th Street

SHEET 6 OF 9
SHEET 5 OF 9

BLOCK 51
7

578.86'
S13°23'39"W
5
4
3
BLOCK 50

4.516 ACRES
(196,730 SQ. FT.)
STREET EASEMENT

5
4
3
BLOCK 49

FN NO. 19-177(ABB)

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**NORTH SEGMENT OF
NEW RED RIVER STREET**

Figure No.
SHEET 6 OF 9
Title
STREET EASEMENT

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2019/08/14 4:47 PM By: Bilnoski, John

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N73°33'17"W	24.65'
L2	N73°33'17"W	99.51'
L3	N16°30'01"E	34.21'
L4	N20°31'46"E	114.77'
L5	N18°28'11"E	26.15'
L6	N13°22'27"E	38.30'
L7	N25°42'18"E	51.51'
L8	N13°22'27"E	18.22'
L9	N31°37'33"W	15.56'
L10	N13°23'08"E	35.86'
L11	N58°23'08"E	15.56'
L12	N13°23'08"E	5.01'
L13	N33°06'40"E	29.16'
L14	N22°01'50"E	84.05'
L15	N3°47'06"E	5.31'
L16	N4°00'10"E	60.95'
L17	N3°47'06"E	53.16'
L18	N12°06'05"E	105.07'
L19	N26°28'42"E	35.47'
L20	S86°02'52"E	15.47'
L21	N86°06'04"W	10.89'
L22	N26°28'42"E	35.56'
L23	N17°22'02"E	51.35'
L24	N27°37'58"W	22.80'
L25	N17°22'02"E	84.06'
L26	S31°36'21"E	21.63'
L27	N13°23'39"E	178.69'
L28	N31°39'15"W	15.41'
L29	N13°19'29"E	61.13'
L30	N18°47'43"E	0.34'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	24.55'	33.00'	42°37'27"	N37°48'45"E	23.99'
C2	16.49'	234.49'	4°01'45"	N18°30'54"E	16.49'
C3	24.86'	14.50'	98°14'14"	N28°35'21"W	21.93'
C4	22.50'	14.50'	88°55'05"	N57°49'59"E	20.31'
C5	14.82'	222.00'	3°49'34"	N15°17'55"E	14.82'
C6	45.48'	28.00'	93°03'51"	N29°19'13"W	40.64'
C7	39.82'	28.00'	81°28'57"	N62°46'19"E	36.55'
C8	151.74'	476.50'	18°14'44"	N12°54'28"E	151.10'
C9	28.49'	18.00'	90°40'56"	N41°33'22"W	25.61'
C10	28.26'	18.00'	89°56'43"	N48°45'28"E	25.44'
C11	88.20'	523.50'	9°39'13"	N08°36'43"E	88.10'
C12	22.79'	976.50'	1°20'14"	N12°46'12"E	22.79'
C13	82.30'	48.00'	98°14'25"	N37°01'08"W	72.58'
C14	17.36'	5.53'	180°03'26"	N03°55'35"E	11.05'
C15	64.11'	48.00'	76°31'52"	N55°37'58"E	59.45'
C16	2.36'	3.00'	45°00'00"	N05°07'58"W	2.30'
C17	31.86'	459.50'	3°58'24"	N15°22'50"E	31.86'
C18	2.36'	1.00'	135°00'00"	N80°53'39"E	1.85'
C19	2.36'	3.00'	45°02'54"	N09°07'48"W	2.30'
C20	17.78'	18.38'	55°24'15"	N08°54'24"W	17.09'
C21	6.80'	26.40'	14°46'03"	N43°59'34"W	6.78'
C22	4.90'	14.54'	19°17'31"	N61°01'21"W	4.87'
C23	5.57'	20.11'	15°51'10"	N78°35'42"W	5.55'
C24	8.27'	43.71'	10°50'35"	S84°53'43"E	8.26'
C25	4.20'	9.20'	26°10'18"	N76°35'50"E	4.17'
C26	8.62'	13.25'	37°16'04"	N46°59'29"E	8.46'
C27	38.02'	270.12'	8°03'54"	N30°29'54"E	37.99'
C28	44.48'	415.66'	6°07'53"	N37°35'47"E	44.46'
C29	18.66'	26.42'	40°27'28"	N21°47'43"E	18.27'
C30	19.87'	5.62'	202°44'57"	S50°59'24"E	11.01'

FN NO. 19-177(ABB)

AUGUST, 2019 222010626



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Figure No.
SHEET 7 OF 9
Title
STREET EASEMENT

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LINE TABLE		
NO.	BEARING	DISTANCE
L31	N16°38'25"E	44.41'
L32	N10°41'49"E	0.50'
L33	S79°28'26"E	0.27'
L34	N65°37'31"E	4.11'
L35	N26°27'56"E	18.30'
L36	S39°01'31"E	32.41'
L37	S42°39'43"W	95.72'
L38	N42°39'53"E	93.44'
L39	S39°11'02"E	24.56'
L40	S39°11'02"E	16.95'
L41	S84°47'53"W	2.80'
L42	S43°06'09"W	12.40'
L43	S42°49'48"W	77.89'
L44	S42°41'33"W	65.63'
L45	S39°17'47"W	5.83'
L46	S32°52'46"W	37.25'
L47	S28°49'38"W	21.12'
L48	S25°06'33"W	5.65'
L49	S22°21'09"W	3.67'
L50	S24°21'26"W	16.13'
L51	S13°24'24"W	5.63'
L52	S13°37'40"W	40.07'
L53	N76°36'21"W	0.04'
L54	S13°26'19"W	154.35'
L55	S13°38'00"W	37.05'
L56	S11°53'03"W	50.45'
L57	S3°47'06"W	155.42'
L58	S22°01'50"W	73.69'
L59	S31°39'32"W	28.87'
L60	S13°23'08"W	51.85'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C31	1.17'	1940.59'	0°02'04"	S40°45'41"W	1.17'
C32	1.45'	1.35'	61°36'36"	S29°45'00"W	1.38'
C33	2.66'	1.45'	105°15'08"	S55°16'58"E	2.31'
C34	1.98'	80.71'	1°24'16"	N74°58'44"E	1.98'
C35	8.79'	21.27'	23°40'46"	S73°54'18"W	8.73'
C36	11.00'	23.78'	26°31'07"	S48°48'21"W	10.91'
C37	34.27'	486.12'	4°02'20"	S41°18'58"W	34.26'
C38	34.44'	2095.14'	0°56'30"	S17°28'06"W	34.43'
C39	14.25'	180.13'	4°31'57"	S15°40'22"W	14.25'
C40	36.30'	523.50'	3°58'24"	S15°22'50"W	36.30'
C41	46.09'	501.50'	5°15'57"	S14°44'04"W	46.08'
C42	23.89'	1023.50'	1°20'14"	S12°46'12"W	23.89'
C43	36.20'	23.00'	90°10'55"	S31°39'08"E	32.58'
C44	36.08'	23.00'	89°52'07"	S58°22'23"W	32.49'
C45	26.54'	18.00'	84°29'01"	S28°48'11"E	24.20'
C46	20.72'	12.00'	98°56'05"	S53°58'10"W	18.24'
C47	5.96'	476.50'	0°43'01"	S04°08'37"W	5.96'
C48	166.71'	523.50'	18°14'44"	S12°54'28"W	166.00'
C49	39.93'	24.50'	93°22'18"	S24°39'19"E	35.65'
C50	37.17'	24.50'	86°56'02"	S64°01'29"W	33.71'
C51	22.28'	178.00'	7°10'20"	S16°58'18"W	22.27'
C52	38.64'	24.50'	90°21'58"	S31°48'32"E	34.76'
C53	38.33'	24.50'	89°38'02"	S58°11'28"W	34.54'
C54	27.72'	222.00'	7°09'19"	S16°57'06"W	27.71'
C55	51.54'	33.00'	89°29'15"	S28°14'36"E	46.46'

LINE TABLE		
NO.	BEARING	DISTANCE
L61	S14°03'50"W	26.00'
L62	S13°22'27"W	77.34'
L63	S20°31'46"W	92.45'

LINE TABLE		
NO.	BEARING	DISTANCE
L64	S16°30'01"W	49.50'
L65	S13°21'35"W	1.52'

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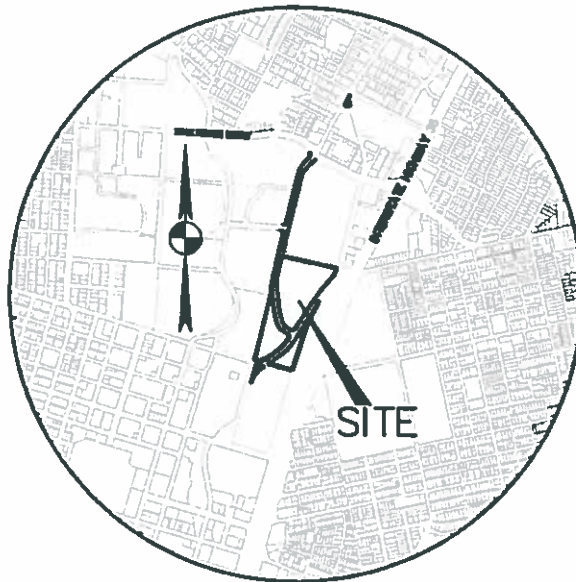


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NORTH SEGMENT OF
NEW RED RIVER STREET

Figure No.
SHEET 8 OF 9
Title
STREET EASEMENT



VICINITY MAP
N.T.S.

SCALE FACTOR NOTE

THIS IS A SURFACE DRAWING. BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY ALLTERRA CENTRAL.

COORDINATE VALUES ARE PROJECT SPECIFIC SURFACE VALUES. TO DERIVE GRID VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00006, WITH AN ORIGIN POINT OF N 0, E 0.

LEGEND

○ 1/2" IRON ROD WITH STANTEC CAP SET

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

V:\2220\active\222010626\survey\222010626v01_EX4.dwg
2019/08/14 4:47 PM By: Bilnoski, John

FN NO. 19-177(ABB)

AUGUST, 2019 222010626



1905 Aldrich Street, Suite 300
Austin, TX 78723
TBPE # F-6324 TBPLS # 10194230
www.stantec.com

8/14/19



Client/Project

**NORTH SEGMENT OF
NEW RED RIVER STREET**

Figure No.

SHEET 9 OF 9

Title

STREET EASEMENT

EXHIBIT C
VACATED ROW DESCRIPTION

{W0890271.15}

INTERLOCAL COOPERATION AGREEMENT

Exhibit C

Page 1

Red River Street

4.103 ACRE
RED RIVER STREET REALIGNMENT
RIGHT-OF-WAY VACATION

FN NO. 19-141(JMO)
AUGUST 29, 2019
JOB NO. 222010626

DESCRIPTION

OF A 4.103 ACRE TRACT OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 4.101 ACRE TRACT OF LAND DEDICATED AS THE RED RIVER STREET RIGHT-OF-WAY (R.O.W. VARIES) TO CITY OF AUSTIN BY STREET DEED OF RECORD IN VOLUME 5077, PAGE 1757 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 4.103 ACRES OF LAND BEING A PORTION OF BLOCKS 4, 5, 8, 15, 16, 18, AND 29 AND A PORTION OF VACATED E. 19-1/2 STREET, VACATED E. 20TH STREET, VACATED E. 20-1/2 STREET, VACATED E. 21ST STREET, VACATED SABINE STREET, VACATED OLDHAM STREET AND VACATED SWISHER STREET RIGHTS-OF-WAY AS SHOWN ON CHRISTIAN AND FELLMAN ADDITION, A SUBDIVISION OF RECORD IN BOOK 1, PAGE 73 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 4.103 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod found at the intersection of the westerly right-of-way line of Interstate Highway 35 (R.O.W. varies) and the southerly right-of-way line of Clyde Littlefield Road (50' Private R.O.W.) (F.K.A. E. 22nd Street and Manor Road), being the northeasterly corner of that certain tract of land conveyed to the Board of Regents of the University of Texas System by deed of record in Volume 4589, Page 2330 of said Deed Records, also being Interstate Highway 35 Sta. 790+49.12 126.77 RT;

THENCE, leaving the westerly line of Interstate Highway 35, along the southerly line of Clyde Littlefield Road, being the northerly line of said University of Texas tract, the following two (2) courses and distances:

- 1) N20°02'45"W, a distance of 16.66 feet to an angle point hereof;
- 2) N76°19'31"W, a distance of 61.91 feet to a 1/2 inch iron rod with "STANTEC" cap set at the intersection of the southerly line of Clyde Littlefield Road and the easterly line of Red River Street, being the northeasterly corner of said 4.101 acre right-of-way tract (Red River Street), for the **POINT OF BEGINNING** and northeasterly corner hereof;

THENCE, leaving the southerly line of Clyde Littlefield Road, along the easterly line of Red River Street, for a portion of the easterly line hereof, along a non-tangent curve to the right, having a radius of 696.47 feet, a central angle of 25°27'26", an arc length of 309.45 feet, and a chord which bears, S31°47'48"W, a distance of 306.91 feet to a 1/2 inch iron rod found at the intersection of the easterly line of Red River Street and the curving westerly line of Interstate Highway 35, for the point of compound curvature of a non-radial curve to the left, being the easterly line of said University of Texas tract;

THENCE, along the common line of Interstate Highway 35 and Red River Street, being the easterly line of said University of Texas tract and that certain tract of land conveyed to the Board of Regents of the University of Texas System by deed of record in Volume 4589, Page 2335 of said Deed Records, for a portion of the easterly line hereof, the following two (2) courses and distances:

- 1) Along said compound curve to the left, having a radius of 1924.86 feet, a central angle of $12^{\circ}38'04''$, an arc length of 424.46 feet, and a chord which bears, $S38^{\circ}12'30''W$, a distance of 423.60 feet to a 1/2 inch iron rod found at the end of said curve;
- 2) $S31^{\circ}53'25''W$, a distance of 279.85 feet to a 1/2 inch iron rod with "STANTEC" cap set at the intersection of westerly line of Interstate Highway 35 and the easterly line of Red River Street;

THENCE, leaving said common line, continuing along the easterly line of Red River Street, for a portion of the easterly line hereof, the following four (4) courses and distances:

- 1) $S31^{\circ}53'25''W$, a distance of 396.26 feet to a 1/2-inch iron rod found for the point of curvature of non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a radius of 858.50 feet, a central angle of $25^{\circ}58'35''$, an arc length of 389.22 feet, and a chord which bears, $S44^{\circ}52'32''W$, a distance of 385.90 feet to a 1/2 inch iron rod found for the point of curvature of a non-radial reverse curve to the left;
- 3) Along said reverse curve to the left, having a radius of 65.00 feet, a central angle of $131^{\circ}25'58''$, an arc length of 149.11 feet, and a chord which bears, $S07^{\circ}52'45''E$, a distance of 118.50 feet to a 1/2 inch iron rod found for the end of said curve;
- 4) $S73^{\circ}37'19''E$, a distance of 84.54 feet to a 1/2-inch iron rod found in the westerly right-of-way line of Interstate Highway 35, being the southerly line of said University of Texas tract for the southeasterly corner hereof, from which a TXDOT type II monument found in the westerly line of Interstate Highway 35 bears $S87^{\circ}45'35''E$, a distance of 52.62 feet;

THENCE, $N87^{\circ}39'46''W$, along the westerly right-of-way line of Interstate Highway 35, a distance of 82.55 feet to a 1/2-inch iron rod with "STANTEC" cap set at the intersection of the northerly right-of-way line of East Martin Luther King Jr. Boulevard (80' R.O.W.) (F.K.A. East 19th Street and Magnolia Street) and the westerly line of Interstate Highway 35;

THENCE, N73°33'17"W, along the southerly line of said 4.101 acre right-of-way tract, same being the southerly line of said University of Texas tract, also being the northerly line of East Martin Luther King Jr. Boulevard, for a portion of the southerly line hereof, a distance of 312.65 feet to a 1/2 inch iron rod with "STANTEC" cap set at the intersection of the westerly right-of-way line of Red River Street and the northerly line of East Martin Luther King Jr. Boulevard, for the southwesterly corner hereof, from which a PK nail with a "BAKER AICKLEN" washer found in the southerly line of East Martin Luther King Jr. Boulevard being the northeasterly corner of that certain 2.270 acre tract of land dedicated as Right-of-Way by City of Austin Ordinance No. 20130829-036 bears S23°37'53"E, a distance of 104.19 feet;

THENCE, leaving the northerly line of East Martin Luther King Jr. Boulevard, along the westerly line of Red River Street, for the westerly line hereof, the following ten (10) courses and distances:

- 1) Along a non-tangent curve to the left, having a radius of 10.00 feet, a central angle of 49°02'31", an arc length of 8.56 feet, and a chord which bears, N81°13'14"E, a distance of 8.30 feet to a 1/2 inch iron rod with "STANTEC" cap set for the point of curvature of a reverse non-radial curve to the right;
- 2) Along said reverse curve to the right, having a radius of 624.97 feet, a central angle of 6°22'57", an arc length of 69.62 feet, and a chord which bears, N59°13'02"E, a distance of 69.58 feet to a 1/2 inch iron rod with "STANTEC" cap set for the end of said curve;
- 3) N62°24'29"E, a distance of 130.26 feet to a 1/2-inch iron rod with "STANTEC" cap set for the point of curvature of a non-tangent curve to the left;
- 4) Along said non-tangent curve to the left, having a radius of 766.50 feet, a central angle of 30°30'07", an arc length of 408.05 feet, and a chord which bears, N47°09'29"E, a distance of 403.25 feet to a 1/2 inch iron rod found for the end of said curve;
- 5) N31°55'21"E, a distance of 203.86 feet to a 1/2-inch iron rod found for the point of curvature of a non-tangent curve to the right;
- 6) Along said non-tangent curve to the right, having a radius of 215.30 feet, a central angle of 13°51'16", an arc length of 52.06 feet, and a chord which bears, N38°33'16"E, a distance of 51.93 feet to a 1/2 inch iron rod found for the point of curvature of a reverse non-radial curve to the left;


- 7) Along said reverse curve to the left, having a radius of 195.30 feet, a central angle of $13^{\circ}55'19''$, an arc length of 47.45 feet, and a chord which bears, $N38^{\circ}55'11''E$, a distance of 47.34 feet to a 1/2 inch iron rod found;
- 8) $N31^{\circ}53'52''E$, a distance of 373.71 feet to a 1/2-inch iron rod found for the point of curvature of a non-tangent curve to the right;
- 9) Along said non-tangent curve to the right, having a radius of 2004.86 feet, a central angle of $12^{\circ}38'00''$, an arc length of 442.06 feet, and a chord which bears, $N38^{\circ}12'57''E$, a distance of 441.16 feet to a 1/2 inch iron rod found for the point of curvature of a reverse non-radial curve to the left;
- 10) Along said reverse curve to the left, having a radius of 616.47 feet, a central angle of $24^{\circ}45'29''$, an arc length of 266.38 feet, and a chord which bears, $N32^{\circ}08'50''E$, a distance of 264.31 feet to a PK nail found at the intersection of the southerly line of Clyde Littlefield Road and the westerly line of Red River Street for the northwesterly corner of said 4.101 acre right-of-way tract and hereof;

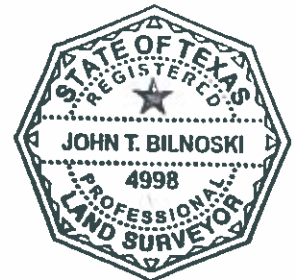
THENCE, $S76^{\circ}19'31''E$, leaving the westerly line of Red River Street, along the southerly line of Clyde Littlefield Road, being the northerly line of said 4.101 acre right-of-way tract, for the northerly line hereof, a distance of 80.41 feet to the **POINT OF BEGINNING**, containing an area of 4.103 acres (178,748 square feet) of land, more or less, within these metes and bounds.

BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY ALLTERRA CENTRAL.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING
SERVICES INC.
1905 ALDRICH STREET
SUITE 300
AUSTIN, TEXAS 78723

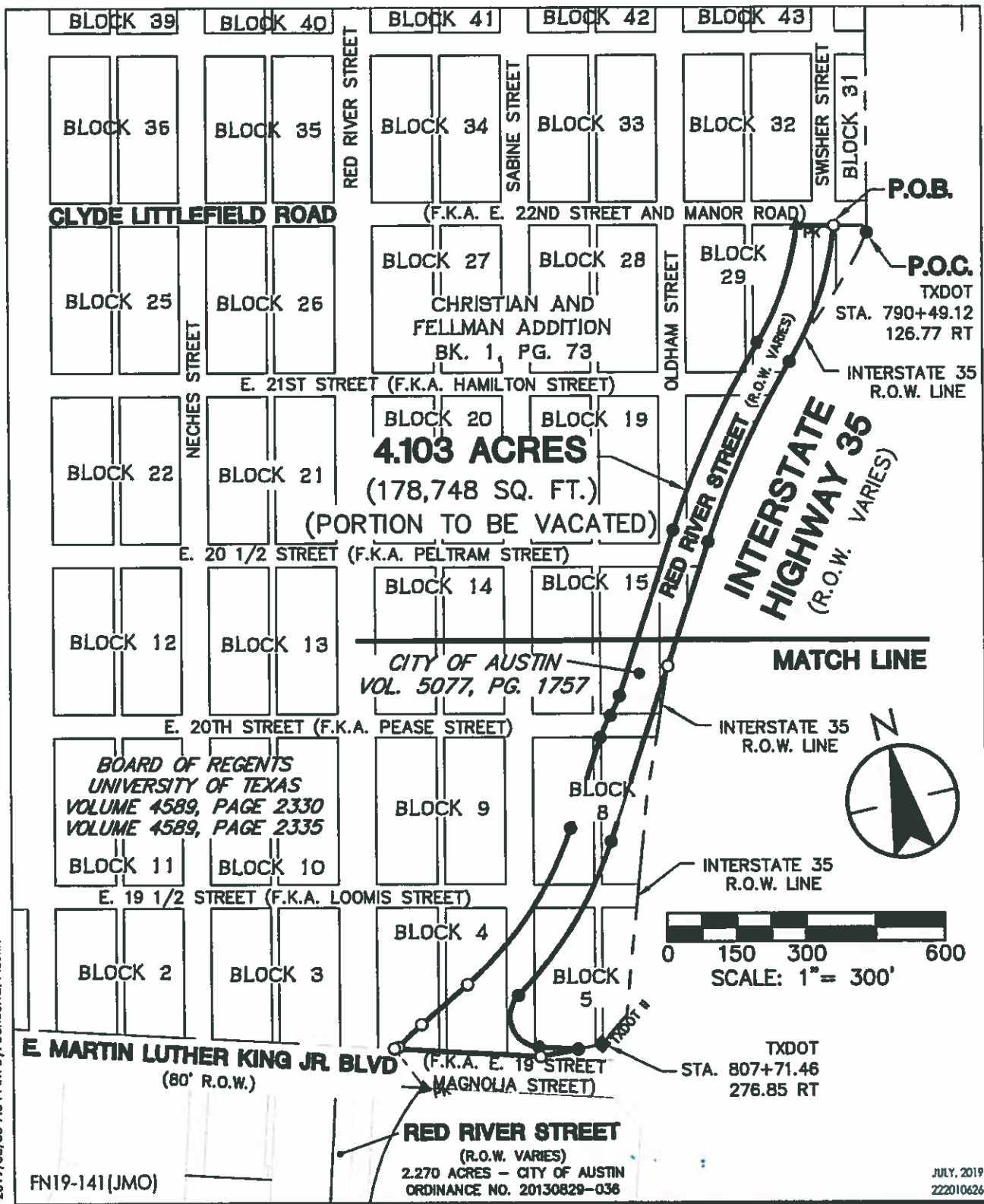

JOHN T. BILNOSKI Date
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # 10194230
john.bilnoski@stantec.com



CITY OF AUSTIN GRID U23 & K23

FIELD NOTES REVIEWED
BY  DATE 
CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

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TBPE # F-6324 TBPLS # 10194230
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Client/Project

UNIVERSITY OF TEXAS
RED RIVER REALIGNMENT

Figure No.

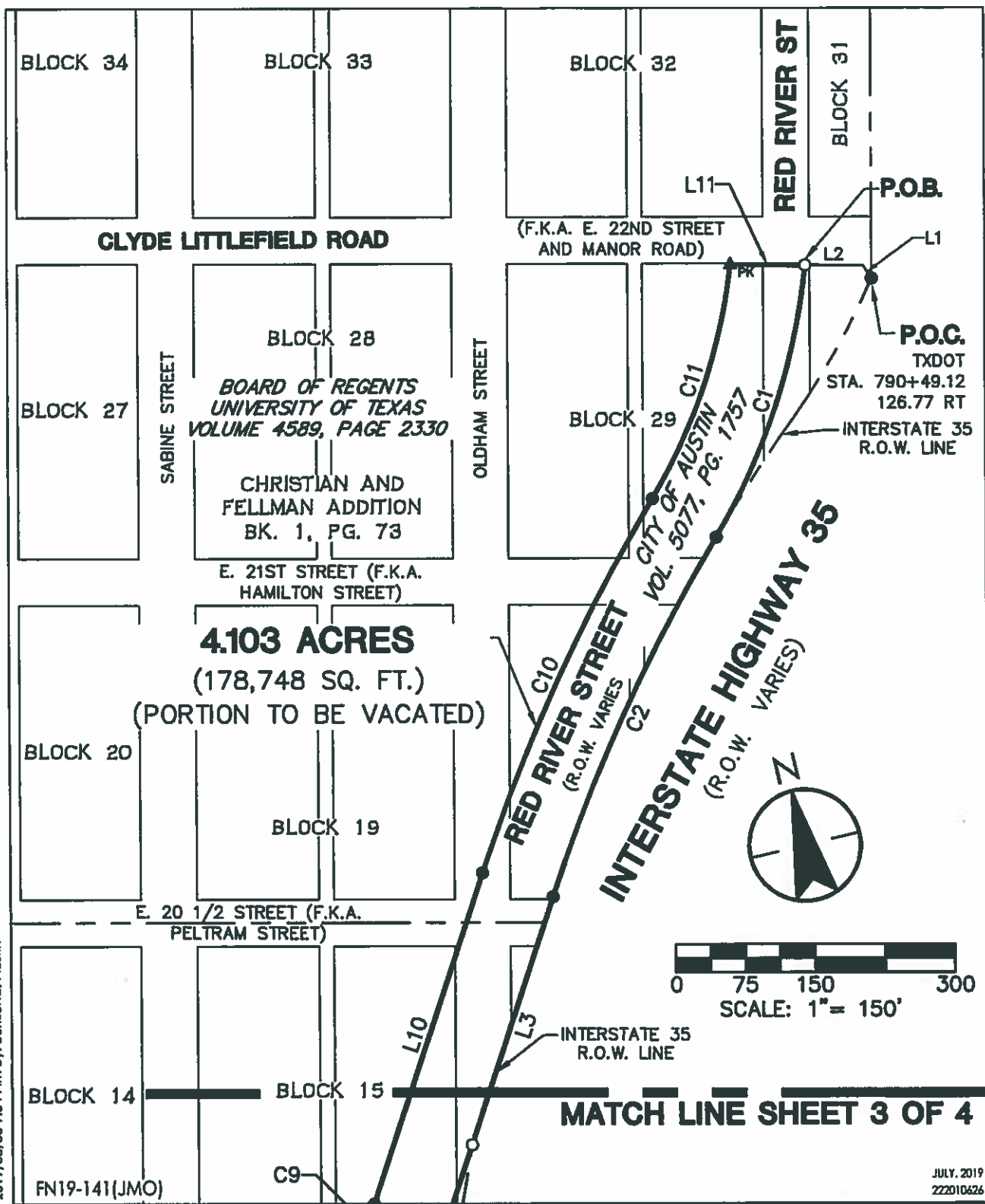
SHEET 1 OF 4

Title

RED RIVER STREET
NORTHERN RELEASE

JULY, 2019
222010626

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Handwritten signature and date: 9/3/19



Client/Project

UNIVERSITY OF TEXAS
RED RIVER REALIGNMENT

Figure No.

SHEET 2 OF 4

Title

RED RIVER STREET
NORTHERN RELEASE

JULY, 2019
222010626

BOARD OF REGENTS
UNIVERSITY OF TEXAS
VOLUME 4589, PAGE 2335

BLOCK 15

**SABINE
STREET**

C9-

C8-

CITY OF AUSTIN
VOL. 5077, PG. 1757

C8-

C9-
C8-

38-

73
C7
ED RIVER STREET
(R.O.W. VARIES)
C7

BLOCK 5

C6—
C5—

187

C5-

L7

L6

145

3

E. MARTIN

(80' R.O.W.)
(F.K.A. E. 19 STREET
MAGNOLIA STREET)

INTERSTATE HIGHWAY 35
(R.O.W. VARIES)

**-INTERSTATE 35
R.O.W. LINE**

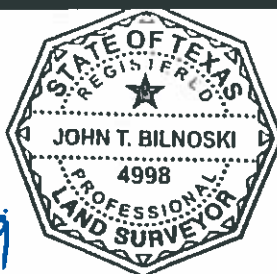


FN19-141(JMO)

JULY, 2019
222010626



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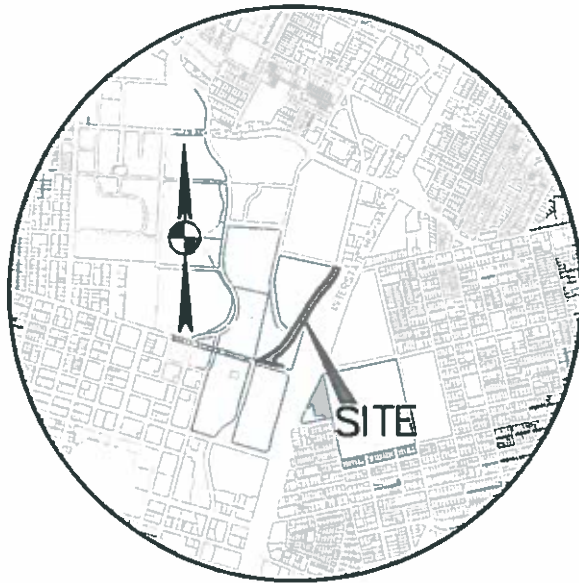
UNIVERSITY OF TEXAS
RED RIVER REALIGNMENT

Figure No.

SHEET 3 OF 4

Title

RED RIVER STREET
NORTHERN RELEASE



VICINITY MAP
N.T.S.

BEARING BASIS NOTE

THIS IS A SURFACE DRAWING. BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY ALLTERRA CENTRAL.

COORDINATE VALUES ARE PROJECT SPECIFIC SURFACE VALUES. TO DERIVE GRID VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00006, WITH AN ORIGIN POINT OF N 0, E 0.

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH "STANTEC" CAP SET
- ▲ PK NAIL FOUND
- TXDOT ■ TXDOT TYPE II MONUMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N20°02'45"W	16.66'
L2	N76°19'31"W	61.91'
L3	S31°53'25"W	279.85'
L4	S31°53'25"W	396.26'
L5	S73°37'19"E	84.54'
L6	N87°39'46"W	82.55'
L7	N73°33'17"W	312.65'
L8	N62°24'29"E	130.26'
L9	N31°55'21"E	203.86'
L10	N31°53'52"E	373.71'
L11	S76°19'31"E	80.41'
L12	S23°37'53"E	104.19'
L13	S87°45'35"E	52.62'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	309.45'	696.47'	25°27'26"	S31°47'48"W	306.91'
C2	424.46'	1924.86'	12°38'04"	S38°12'30"W	423.60'
C3	389.22'	858.50'	25°58'35"	S44°52'32"W	385.90'
C4	149.11'	65.00'	131°25'58"	S07°52'45"E	118.50'
C5	8.56'	10.00'	49°02'31"	N81°13'14"E	8.30'
C6	69.62'	624.97'	6°22'57"	N59°13'02"E	69.58'
C7	408.05'	766.50'	30°30'07"	N47°09'29"E	403.25'
C8	52.06'	215.30'	13°51'16"	N38°33'16"E	51.93'
C9	47.45'	195.30'	13°55'19"	N38°55'11"E	47.34'
C10	442.06'	2004.86'	12°38'00"	N38°12'57"E	441.16'
C11	266.38'	616.47'	24°45'29"	N32°08'50"E	264.31'

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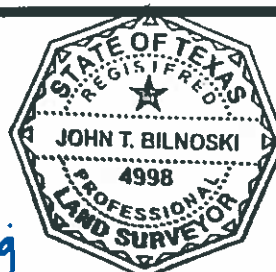
FN19-141(JMO)

JULY, 2019
222010626



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Handwritten signature and date: 9/3/19



Client/Project
UNIVERSITY OF TEXAS
RED RIVER REALIGNMENT

Figure No.
SHEET 4 OF 4

Title
RED RIVER STREET
NORTHERN RELEASE

F#10177-1907

0.238 ACRE
RED RIVER STREET REALIGNMENT
PARTIAL RIGHT-OF-WAY VACATION

FN NO. 19-140(JMO)
AUGUST 30, 2019
JOB NO. 222010626

DESCRIPTION

A 0.238 ACRE TRACT OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF OUTLOT 64 OF THE ORIGINAL CITY OF AUSTIN, AS SHOWN BY THE MAP OR PLAT OF FILE AT THE GENERAL LAND OFFICE OF THE STATE OF TEXAS; SAID 0.238 ACRE TRACT BEING A PORTION OF THAT CERTAIN 2.270 ACRE TRACT OF LAND BEING THE RED RIVER STREET RIGHT-OF-WAY DEDICATED BY CITY OF AUSTIN OF RECORD IN ORDINANCE NO. 20130829-036; SAID 0.238 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a TXDOT Brass disc in concrete found at the intersection of the southerly right-of-way line of E. Martin Luther King Jr. Boulevard (80' R.O.W.) (F.K.A. E. 19th Street and Magnolia Street) and the westerly right-of-way line of Interstate Highway 35 (R.O.W. varies), being the northeasterly corner of that certain tract of land conveyed to University of Texas by Senate Bill No. 284, Chapter 182 dated April 4, 1925;

THENCE, N73°33'17"W, leaving the westerly line of Interstate Highway 35, along the southerly line of E. Martin Luther King Jr. Boulevard, being the northerly line of said University of Texas tract, a distance of 405.99 feet to a P.K. nail with "Baker-Aicklen" washer found at the northeasterly corner of said 2.270 acre Red River Street right-of-way tract, for the **POINT OF BEGINNING**, and northeasterly corner hereof;

THENCE, leaving the southerly line of Martin Luther King Jr. Boulevard, along a portion of the easterly line of said 2.270-acre Red River Street right-of-way tract, for the easterly line hereof, the following two (2) courses and distances:

- 1) Along a non-tangent curve to the left having a radius of 10.00 feet, a central angle of 54°43'58", an arc length of 9.55 feet and a chord which bears, S79°14'56"W, a distance of 9.19 feet to a P.K. nail with "Baker-Aicklen" washer found for the point of compound curvature of a curve to the left;
- 2) Along said curve to the left having a radius of 532.97 feet, a central angle of 35°30'31", an arc length of 330.30 feet and a chord which bears, S34°26'58"W, a distance of 325.04 feet to a P.K. nail with "Baker-Aicklen" washer found at the end of said curve for the southerly corner hereof;


THENCE, N16°30'01"E, leaving the easterly line of said 2.270 acre Red River Street right-of-way, over and across said 2.270 acre Red River Street right-of-way tract, for the westerly line hereof, a distance of 313.33 feet to a 1/2 inch iron rod with "STANTEC" cap set in the southerly line of Martin Luther King Jr. Boulevard, being the northerly terminus of said 2.270 acre Red River Street right-of-way tract, for the northwesterly corner hereof, from which a P.K. nail with "Baker-Aicklen" washer found in the southerly line of Martin Luther King Jr. Boulevard, being the northwesterly corner of said 2.270 acre Red River Street right-of-way tract bears, N73°33'17"W, a distance of 79.71 feet;

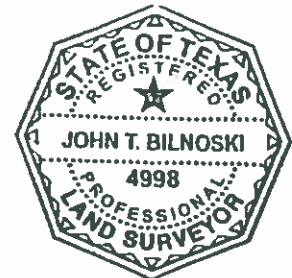
THENCE, S73°33'17"E, along the southerly line of Martin Luther King Jr. Boulevard, being a portion of the northerly line of said 2.270 acre Red River Street right-of-way tract, for the northerly line hereof, a distance of 108.34 feet to the **POINT OF BEGINNING**, containing an area of 0.238 acre (10,387 sq. ft.) of land, more or less, within these metes and bounds.

BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY ALLTERRA CENTRAL.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING
SERVICES INC.
1905 ALDRICH STREET
SUITE 300
AUSTIN, TEXAS 78723


JOHN T. BILNOSKI Date
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # 10194230
john.bilnoski@stantec.com



CITY OF AUSTIN GRID: J23

FIELD NOTES REVIEWED

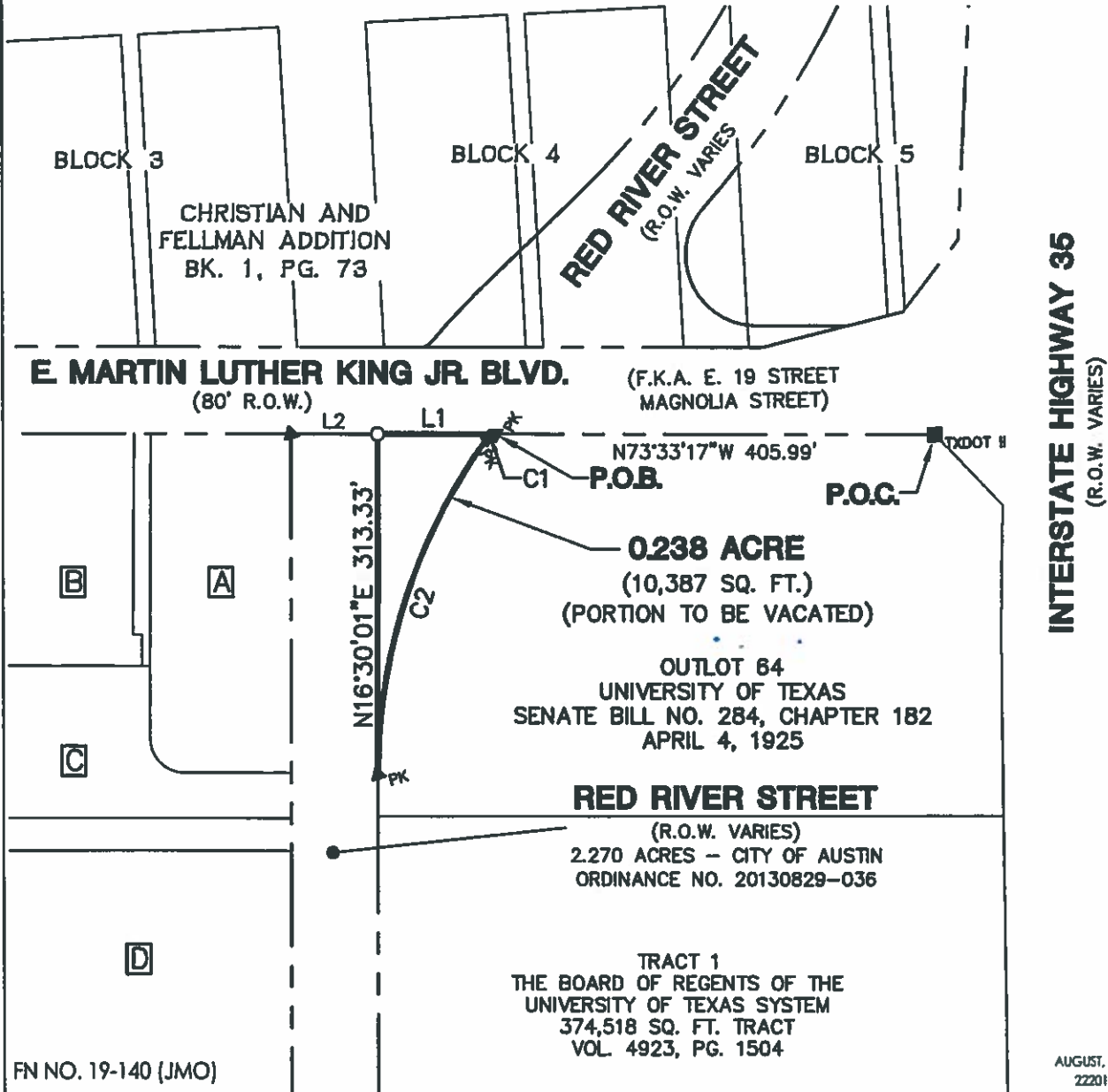
BY:  DATE: 09.12.2019

CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

LEGEND

- ▲ PK NAIL WITH "BAKER AICKLEN" WASHER FOUND
- TXDOT BRASS DISC FOUND
- 1/2" IRON ROD WITH "STANTEC" CAP SET
- [B] OWNERSHIP INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

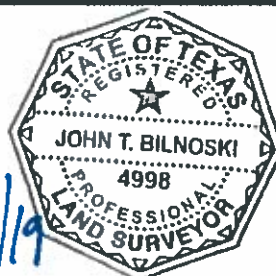
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Austin, TX 78723
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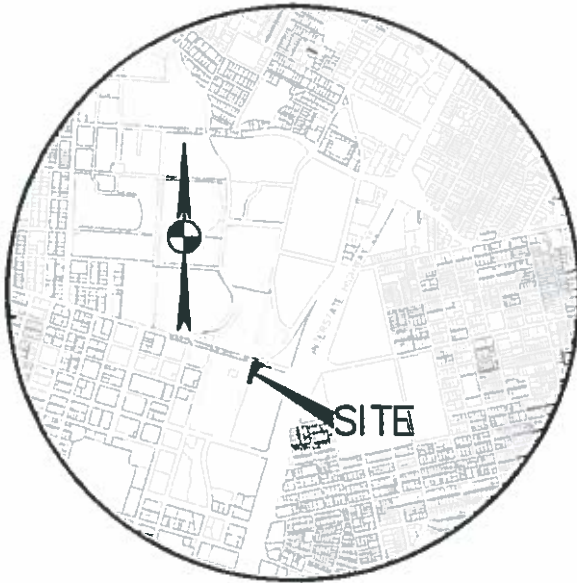


Client/Project
**UNIVERSITY OF TEXAS
HIGHWAY SITE
REALIGNMENT**

Figure No.
SHEET 1 OF 2

Title
**RED RIVER STREET
REALIGNMENT**

9/3/19



VICINITY MAP
N.T.S.

BEARING BASIS NOTE:

THIS IS A SURFACE DRAWING. BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY ALLTERRA CENTRAL.

COORDINATE VALUES ARE PROJECT SPECIFIC SURFACE VALUES. TO DERIVE GRID VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00006, WITH AN ORIGIN POINT OF N 0, E 0.

LINE TABLE

NO.	BEARING	DISTANCE
L1	S73°33'17"E	108.34'
L2	N73°33'17"W	79.71'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	9.55'	10.00'	54°43'58"	S79°14'56"W	9.19'
C2	330.30'	532.97'	35°30'31"	S34°26'58"W	325.04'

FN NO. 19-140 (JMO)

AUGUST, 2019
222010626

OWNERSHIP

A

TRACT 9
THE STATE OF TEXAS
LOTS 8-14
OUTLOT 63, DIVISION E
VOL. 198, PG. 77

B

TRACT 8
THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS
LOTS 5, 6 AND 7 AND PART OF
NO. 4 OUTLOT 63, DIVISION E
VOL. 3119, PG. 50

C

TRACT 1
THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
414,585 SQ. FT. TRACT
VOL. 5051, PG. 1350

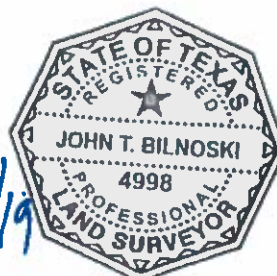
D

TRACT 7
THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
OUTLOT 62, DIVISION E
VOL. 4043, PG. 2263



1905 Aldrich Street, Suite 300
Austin, TX 78723
TBPE # F-6324 TBPLS # 10194230
www.stantec.com

R
9/3/19



Client/Project
**UNIVERSITY OF TEXAS
HIGHWAY SITE
REALIGNMENT**

Figure No.
SHEET 2 OF 2

Title
**RED RIVER STREET
REALIGNMENT**

EXHIBIT D
UNIVERSITY IMPROVEMENTS

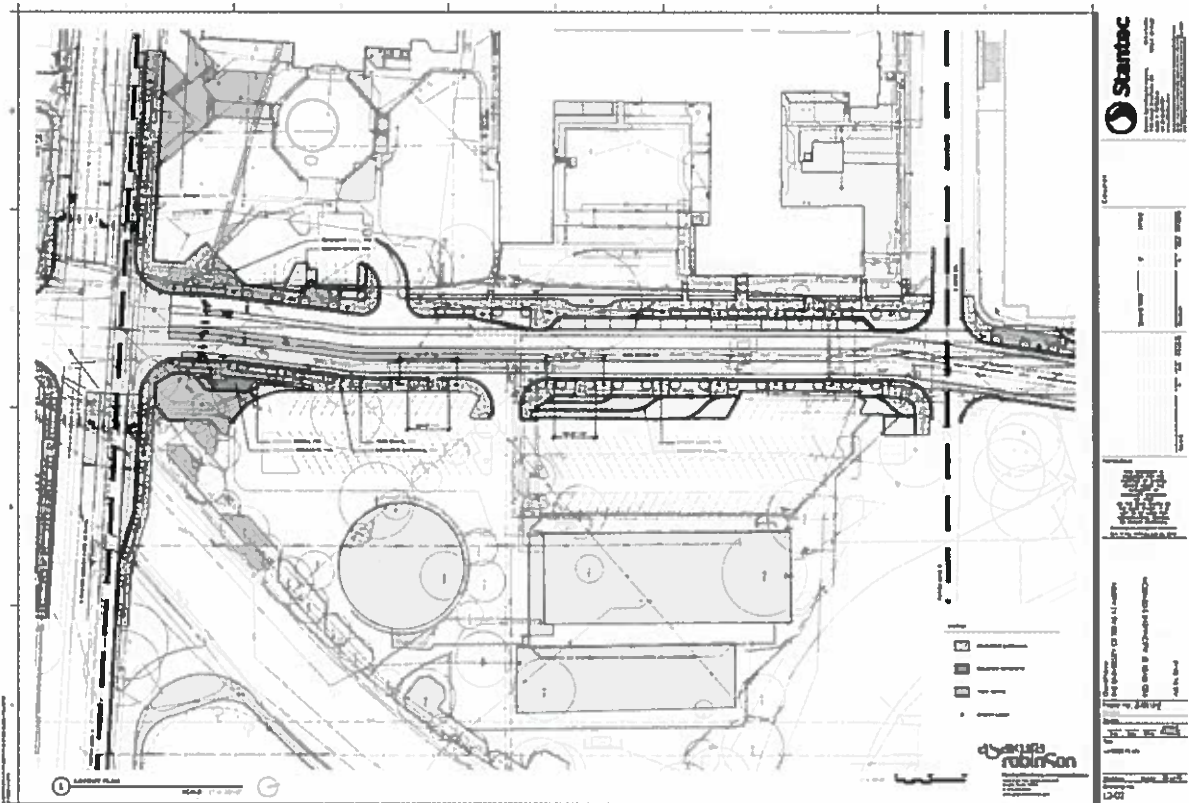
{W0890271.15}

INTERLOCAL COOPERATION AGREEMENT

Exhibit D

Page 1

Red River Street



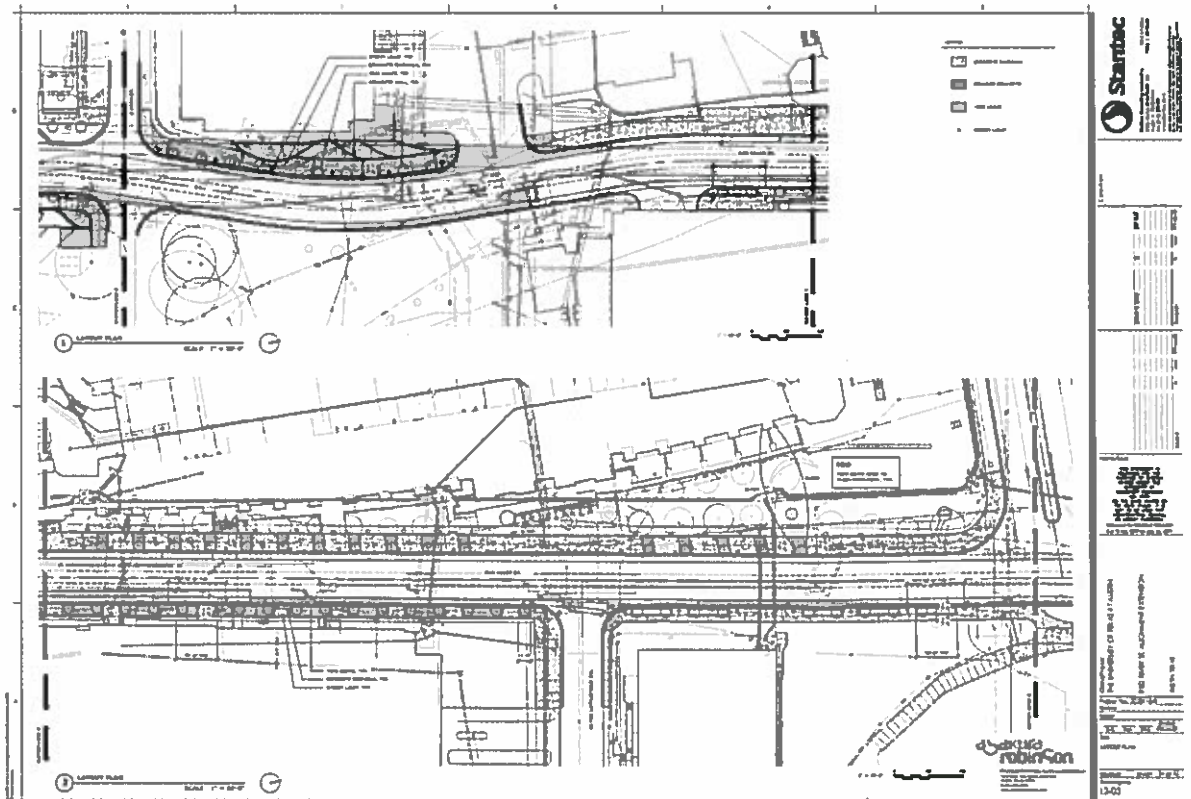
{W0890271.15}

Exhibit D

INTERLOCAL COOPERATION AGREEMENT

Page 2

Red River Street



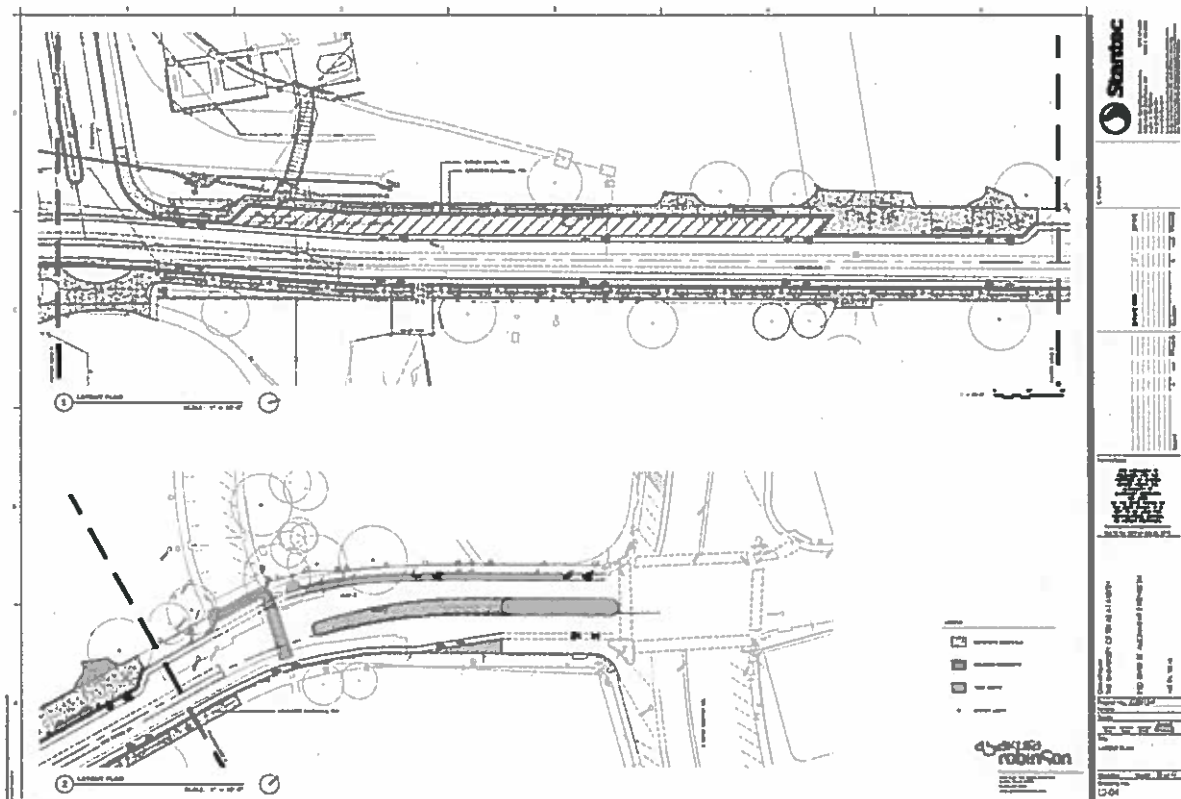
{W0890271.15}

Exhibit D

INTERLOCAL COOPERATION AGREEMENT

Page 3

Red River Street



{W0890271.15}

Exhibit D

INTERLOCAL COOPERATION AGREEMENT

Page 4

Red River Street

EXHIBIT E

WAIVED FEES

Application for Right of Way Vacation Fees

Site Plan (Land Use, Construction, or Consolidated) Application Review Fees
Site Plan Correction Fees
Site Plan Revision Review Fees
Site Plan Inspection Fees
Public Works Inspection Fees
Driveway Inspection Fees
Sidewalk Inspection Fees
Construction Inspection Fees
Street and Drainage Review Fees
Street and Drainage Inspections Fees
Street and Drainage Maintenance Fees
Right of Way Drive Lane Use Fees
Right of Way Parking Area Use Fees
Right of Way Sidewalk Area Use Fees
Street Event Permit Fees
Road Closure Fees
Barricade Permit Fees
Right of Way License Agreement Review Fees
Right of Way License Agreement Annual Fees
Right of Way Encroachment Agreement Review Fees
Right of Way Encroachment Agreement Annual Fees
Storm water Inspection Fees
Storm water Review Fees
Storm water Maintenance Fees
Storm water Detention Waiver Fees
Fees in lieu of Water Quality Controls
Water Quality Review and Inspection Fees
Water Quality Maintenance Fees
Traffic Impact Analysis Review Fees
Traffic Impact Analysis Fiscal Surety Requirements
Traffic Signal Installation Fees
Traffic Signal Inspection Fees
Traffic Signal Maintenance Fees
Street Light Installation Fees
Street Light Inspection Fees
Street Light Maintenance Fees
Landscape Review Fees
Landscape Inspection Fees
Erosion and Sedimentation Control Fiscal Surety Requirements
Erosion and Sedimentation Control Review Fees
Erosion and Sedimentation Control Inspection Fees
Erosion and Sedimentation Control Maintenance Fees
Water meter drop-in fees and capital recovery fees
Public Works Fiscal Surety Requirements
Public Works Review Fees
Public Works Inspection Fees

EXHIBIT F

CITY FEES NOTICE

This is a City Fees Notice as contemplated by Section _____ of that certain Interlocal Agreement (for realignment of Red River Street) dated effective _____, 2019 (the "ILA") executed by the City of Austin, Texas, a Texas home rule municipality (the "City") and the Board of Regents of the University of Texas ("UT") to designate a portion of the Credit Bank funds to satisfy certain City fee requirements described below in connection with the Project described below. Capitalized terms not otherwise defined herein will have the meaning ascribed to such terms in the ILA.

DESCRIPTION OF PROJECT ELEMENT FOR CREDIT BANK FUNDS USE:

DESCRIPTION OF CITY FEE FOR WHICH CREDIT BANK FUNDS ARE TO BE USED:

Plan Review Fee: \$ _____

AMOUNT OF CREDIT BANK FUNDS TO BE USED FOR SUCH CITY FEE:

\$ _____

DATE OF THIS NOTICE: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

**Amy Wanamaker
Director of Real Estate**

EXHIBIT G

CONSTRUCTION EASEMENT

EASEMENT FOR ACCESS, CONSTRUCTION, STAGING AND STORAGE

STATE OF TEXAS

COUNTY OF TRAVIS

EFFECTIVE DATE: September 1, 2019

GRANTOR: CITY OF AUSTIN

GRANTOR'S MAILING ADDRESS: City of Austin
Public Works Department
505 Barton Springs Road
Austin, Travis County, Texas 78704
Attn: Robert Mendoza

GRANTEE: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
SYSTEM

GRANTEE'S MAILING ADDRESS: The University of Texas System
Real Estate Office
210 West 7th Street
Austin, Travis County, Texas 78701
Attention: Kirk Tames, Executive Director of Real Estate

INTERLOCAL COOPERATION AGREEMENT: Interlocal Cooperation Agreement between the City of Austin and the Board of Regents of The University of Texas System for the Realignment of Municipal Right of Way, having an effective date of August __, 2019, as the same may be amended from time to time.

CONSIDERATION AND CONVEYANCE: Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, has this day GRANTED and CONVEYED, and by these presents does GRANT and CONVEY, unto the Grantee an easement in, under, upon and across the land, described as follows (the "Easement Property"):

That certain tract of land in Travis County, Texas as more fully described on
Exhibit "A" attached hereto and incorporated herein for all purposes.

THE PROJECT: The construction work to be performed in the Easement Property includes the following work: (i) relocation of utility infrastructure located in, or in proximity to, a portion of existing Red River Street that is part of the Easement Property including the utility infrastructure identified in the Interlocal Cooperation Agreement (collectively, "Utility Facilities"), (ii) demolition of portions of existing Red River Street in connection with removal and relocation of Utility Facilities and demolition of portions of existing Red River Street in connection with grading for and construction of the Arena (defined in the

Interlocal Cooperation Agreement”) and facilities and other appurtenances for the Arena, (iii) construction of the Arena and facilities and other appurtenances for the Arena. The work to be performed in the Easement Property shall also include any other activities permitted or contemplated by the Interlocal Cooperation Agreement. The purposes and uses described in this paragraph may sometimes be referred to as the “Easement Purposes.”

Grantor hereby grants to Grantee an exclusive easement (the "Easement") in, under, upon, and across the Easement Property solely for Easement Purposes. It is distinctly understood and agreed that the Easement granted herein does not constitute a conveyance in fee of the Easement Property, nor of the minerals therein and thereunder, but grants only an easement subject to the following:

- a. If all or any part of the Easement Property is not used for the Easement Purposes during any continuous twelve (12) month period or is used at any time for any other purpose, and if such failure or breach is not cured within thirty (30) days after written notice from Grantor to Grantee, or if Grantee at any time permanently abandons the Easement, then in any such event this conveyance shall be null and void and of no further force and effect as to the Easement Property or any part thereof, and the Easement Property, or any part thereof, shall absolutely revert to and revest in Grantor, its successors or assigns, without the necessity of any further act, suit, or action on the part of either Grantor or Grantee. Provided, however, that Grantee agrees in such event to execute and deliver to Grantor, its successors or assigns, a proper release of easement, duly executed and acknowledged, on the written request of Grantor.
- b. The Easement is made subject to any and all existing easements, prescriptive rights, rights-of-way, leases, and subleases affecting the Easement Property (or any part thereof) and either shown of record or apparent on the Easement Property, and all presently recorded matters that affect the Easement Property.
- c. The Easement is made subject to any and all requirements stated in the Interlocal Cooperation Agreement relating to the Grantee's obligation to coordinate any closure by Grantee of the Easement Property to public traffic.
- d. Prior to performing any work on the Easement Property, Grantee shall obtain or cause to be obtained insurance as required by the Interlocal Cooperation Agreement and provide certificates of insurance to Grantor as set forth in the Interlocal Cooperation Agreement.
- e. To the extent and only to the extent authorized by the laws and Constitution of the State of Texas, Grantee will be responsible, to the exclusion of any such responsibility of the Grantor, for its own proportionate share of any liability for property damage, including environmental liability, and personal injury or death arising out of or connected to Grantee's negligent acts or omissions in the exercise or forbearance of the rights granted hereunder, as determined by a court of competent jurisdiction.
- f. Excepting damages contemplated by the Easement Purposes, or as otherwise contemplated by or authorized by the Interlocal Cooperation Agreement, if Grantee directly or indirectly causes any damage to other property or improvements owned by Grantor, Grantee shall, at Grantee's sole cost and expense and within a reasonable time after notice from Grantor of such damage, restore the damaged property and/or such improvements to substantially the same or better condition that existed prior to the change or damage.

- g. All work to be performed by Grantee or its agents, employees, representatives, or any other persons acting under its control or at its direction or request shall; (1) be done at the sole risk, cost and expense of Grantee; and (2) subject to the paragraph below captioned "NO WAIVER" and the terms of the Interlocal Cooperation Agreement, shall be done in accordance with the applicable requirements of all Federal, state and local governmental and regulatory authorities having jurisdiction thereof, including, without limitation, complying with all applicable zoning ordinances, building codes and environmental laws.
- h. Grantee will not create or permit to be created or allow to remain any valid and legally recognized liens, encumbrances or levied on account of any builder's, suppliers, mechanics, laborer's, materialmen's or similar claim that might become a valid and legally recognized lien, encumbrance or charge upon the Easement Property or other property of Grantor or any part thereof, with respect to any work or services performed or material furnished by or at the direction of Grantee.
- i. Grantee will not cause or permit the Easement Property, or Grantor to be in violation, by its exercise of its rights hereunder, of or do anything or permit anything to be done by Grantee, its contractors, subcontractors, agents or employees that will subject the Easement Property or Grantor to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1981 as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, including disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to Grantee's exercise of its rights hereunder.
- j. If the "Project", as that term is defined in the Interlocal Cooperation Agreement has not been completed by February 15, 2022, subject to extension due to Force Majeure Delays (as defined in the Interlocal Cooperation Agreement), this Easement, at Grantor's sole option, shall revert to the Grantor. If the Easement reverts to the Grantor, Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways or similar surface improvements located upon or adjacent to the Easement Property which have been removed, relocated, altered, damaged or destroyed as a result of Grantee's use of the Easement granted hereunder.

TO HAVE AND HOLD the possession of the Easement Property for the purposes and subject to the limitations described above, without warranties or representations of any kind, express or implied.

NO WAIVER: Grantee is an agency of the State of Texas, and Grantor is a Texas municipal corporation. Nothing in this Easement shall be construed as a waiver or relinquishment by Grantor or Grantee of their respective rights to claim any or all of the exemptions, privileges, and immunities as may be provided by or allowed under the Constitution of the State of Texas or any other applicable laws.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective personal representatives, successors, and assigns. Grantor acknowledges and agrees that this Easement is for the benefit of any tenant or ground lessee of Grantee or any affiliate of Grantee and any such party's lender (the "Third Party Beneficiaries"). The Third Party Beneficiaries may exercise Grantee's rights and duties hereunder subject to compliance with the terms and provisions hereof.

Each party acknowledges that it and its counsel have reviewed this Easement Agreement and that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Easement Agreement.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees and authorized agents of Grantee.

GRANTOR:

CITY OF AUSTIN

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: Assistant City Attorney

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this day of _____, by _____, of Office of Real Estate Services, City of Austin, Texas, a Texas municipal corporation, on behalf of said corporation.

Notary Public * State of Texas

GRANTEE:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____

Kirk S. Tames,
Executive Director, Real Estate
Office,
The University of Texas System

Approved as to Content:

The University of Texas at Austin

By: _____

Amy Wanamaker
Director of Real Estate

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this day of _____, by Executive Director, Executive Director, Real Estate Office, The University of Texas System, for the Board of Regents of The University of Texas System.

Notary Public * State of Texas

EXHIBIT H

STREET EASEMENT FORM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

RIGHT OF WAY EASEMENT

GRANTOR: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

GRANTOR'S MAILING ADDRESS: 210 West 7th Street
Austin, Travis County, Texas 78701
Attention: Executive Director of Real Estate

GRANTEE: CITY OF AUSTIN, a municipal corporation situated in Hays, Travis and Williamson Counties, Texas

GRANTEE'S MAILING ADDRESS: 505 Barton Springs Road
Austin, Travis County, Texas 78704
Attn: Office of Real Estate Services

CONSIDERATION: Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY: The PROPERTY described on the attached and incorporated Exhibit "A" is conveyed for street purposes.

PROJECT: The PROJECT shall consist of a roadway and all related street and drainage improvements, as more particularly described on the attached Exhibit "B".

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: See items listed on Exhibit "C" attached hereto and incorporated herein for all purposes.

CONVEYANCE: Grantor, for the consideration herein before stated and subject to any Reservations from and Exceptions to Conveyance and Warranty stated herein, GRANTS, SELLS AND CONVEYS to Grantee an easement and right-of-way ("EASEMENT") in, upon and across the PROPERTY, together with all and singular the rights and appurtenances to have and hold to GRANTEE and GRANTEE'S successors and assigns forever. Except as set forth in this Agreement, the EASEMENT will be used only for the purposes of excavating for, laying,

constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, and repairing the PROJECT, or any part of the PROJECT, on the PROPERTY.

GRANTOR will not place any permanent structure in or on or use the PROPERTY in any manner that may endanger or may interfere with the safe, efficient, or convenient operation, or maintenance of the PROJECT or GRANTEE's rights to use the PROPERTY for EASEMENT purposes. The foregoing notwithstanding, GRANTEE acknowledges and agrees that (i) GRANTOR owns and operates certain subsurface utility facilities and other infrastructure (the "SUBSURFACE INFRASTRUCTURE") under the surface of the Property and GRANTOR reserves the right to operate, maintain, repair, remove, replace, supplement, modify, and improve the Subsurface Infrastructure, including, but not limited to, the addition of permanent, subsurface tie back anchors for adjoining structures, and (ii) any future upgrades or modifications to the Project must not interfere with the Subsurface Infrastructure.

GRANTOR acknowledges that GRANTEE holds a public utility easement which was retained in that certain Quitclaim Deed from GRANTEE to GRANTOR dated December 5, 1980 and recorded in Volume 7240, Page 1263 of the Official Public Records of Travis County, Texas.

Subject to the foregoing terms and provisions of this RIGHT OF WAY EASEMENT, Grantor binds Grantor and Grantor's successors to the extent, and only to the extent allowed by the laws and Constitution of the State of Texas, to WARRANT AND FOREVER DEFEND the EASEMENT to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through or under Grantor, but not otherwise. When the context requires, singular nouns and pronouns include plural.

Executed on _____ 20__.

GRANTOR:

BOARD OF REGENTS OF THE UNIVERSITY OF
TEXAS SYSTEM

By: _____

Kirk S. Tames
Executive Director
Real Estate Office
The University of Texas System

Approved as to Content:

The University of Texas at Austin.

By: _____
Amy Wanamaker
Director of Real Estate

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 201__ by Kirk S. Tames, Executive Director of Real Estate Office, The University of Texas System, for the Board of Regents of The University of Texas System.

Notary Public * State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT

EXHIBIT "B"
PROJECT DESCRIPTION

EXHIBIT C
PERMITTED EXCEPTIONS

AFTER RECORDING RETURN TO CITY OF AUSTIN PICK UP BOX 974-7090

ATTN:
File#:
Project Name:
TCAD#

AFTER RECORDING, RETURN TO:

City of Austin
Office of Real Estate Services
505 Barton Springs Rd. Ste. 1350 Austin, Texas 78704

File#:
Project Name:
TCAD#

{W0890271.15}

EXHIBIT I

VACATED ROW DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

City: CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

City's Address: City of Austin — Public Works Department
505 Barton Springs Road
Austin, Travis County, Texas 78704

Grantee: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
SYSTEM

Grantee's Address: Real Estate Office
210 West 7th Street
Austin, Travis County, Texas 78701
Attn: Executive Director of Real Estate

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to City, the receipt and sufficiency of which are acknowledged by City

Property: All that parcel of land situated in Travis County, Texas, described in the attached Exhibit A.

Reservations from and Exceptions to Conveyance and Warranty: See items listed on Exhibit B attached hereto and incorporated herein for all purposes.

City, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, GRANTS, SELLS and CONVEYS to Grantee the Property, together with, all and singular, all improvements thereon and all of the rights and appurtenances thereto in any wise belonging, TO HAVE and HOLD to Grantee, Grantee's successors or assigns forever. City hereby binds City and City's successors to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and

Exceptions to Conveyance and Warranty, when the claim is by, through or under City, but not otherwise.

Executed effective the Date first above stated.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____ 20__ by _____, _____ of Office of Real Estate Services, City of Austin, Texas, a Texas municipal corporation, on behalf of said corporation.

[Seal]

Notary Public, State of Texas

APPROVED AS TO FORM:

City of Austin

Law Department

Assistant City Attorney

Exhibit A
Legal Description of Property

Exhibit B
Permitted Exceptions

EXHIBIT J

TRIANGLE PARCEL DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Grantor: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
SYSTEM

Grantor's Address: Real Estate Office
201 West 7th Street
Austin, Travis County, Texas 78701
Attn: Executive Director of Real Estate

Grantee: CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

Grantee's Address: City of Austin — Public Works Department
505 Barton Springs Road
Austin, Travis County, Texas 78704

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to City, the receipt and sufficiency of which are acknowledged by City

Property: All that parcel of land situated in Travis County, Texas, described in the attached Exhibit A.

Reservations from and Exceptions to Conveyance and Warranty: See items listed on Exhibit B attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, GRANTS, SELLS and CONVEYS to Grantee the Property, together with, all and singular, all improvements thereon and all of the rights and appurtenances thereto in any wise belonging, TO HAVE and HOLD to Grantee, Grantee's successors or assigns forever. Grantor hereby binds Grantor and Grantor's successors to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through or under Grantor, but not otherwise.

Executed effective the Date first above stated.

GRANTOR:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____

Kirk S. Tames
Executive Director
Real Estate Office
The University of Texas System

Approved as to Content:

The University of Texas at Austin.

By: _____

Amy Wanamaker
Director of Real Estate

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 201__ by Kirk S. Tames, Executive Director of Real Estate Office, The University of Texas System, for the Board of Regents of The University of Texas System.

Notary Public * State of Texas

Exhibit A
Legal Description of Property

Exhibit B
Permitted Exceptions

EXHIBIT K

TRIANGLE PARCEL DESCRIPTION

0.144 ACRE
UNIVERSITY OF TEXAS
TRIANGLE PARCEL DEED

FN. NO. 19-184 (ABB)
AUGUST 14, 2019
JOB NO. 222010626

DESCRIPTION

A 0.144 ACRE TRACT OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 440.0 FEET BY 330.0 FEET TRACT OF LAND CONVEYED TO BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM BY DEEDS OF RECORD IN VOLUME 5943, PAGE 1919; VOLUME 5943, PAGE 1921; VOLUME 5943, PAGE 1923; VOLUME 5943, PAGE 1949 AND VOLUME 5943, PAGE 1951 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAME BEING A PORTION OF LOT 8, SUBDIVISION OF OUTLOT NO. 23 IN DIVISION "C", A SUBDIVISION OF RECORD IN VOLUME 48, PAGE 31 OF SAID DEED RECORDS; SAID 0.144 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the intersection of the southerly right-of-way line of Medical Arts Street (R.O.W. varies) and the westerly right-of-way line of re-aligned Red River Street (R.O.W. varies), being the most northerly corner of that certain tract of land conveyed to Red River Oaks, LTD. by deeds of record in Volume 13173, Page 4243, Document No. 2002079224, Document No. 2002079227 and Document No. 2005042228 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found in the westerly line of Red River Street, being the easterly line of said Red River Oaks, LTD. Tract bears along a curve to the left, having a radius of 730.25 feet, a central angle of 5°44'44", an arc length of 73.23 feet, and a chord which bears, S13°29'50"E, a distance of 73.20 feet;

THENCE, leaving the westerly line of Red River Street, along the southerly line of Medical Arts Street, being the northerly line of said Red River Oaks, LTD. Tract, along a curve to the left, having a radius of 10.00 feet, a central angle of 80°06'24", an arc length of 13.98 feet, and a chord which bears, N50°38'38"W, a distance of 12.87 feet to a point in the southerly line of Medical Arts Street, being the northerly line of said Red River Oaks, LTD. Tract;

THENCE, N09°13'09"W, leaving the northerly line of said Red River Oaks, LTD. tract, over and across the Medical Arts Street Right-of-Way, a distance of 60.50 feet to a 1/2 inch iron rod with "STANTEC" cap set being at the intersection of the westerly right-of-way line of Medical Arts Street and the westerly line of Red River Street for the **POINT OF BEGINNING** and southeasterly corner hereof;

THENCE, along the westerly line of Medical Arts Street, for the southerly line and a portion of the westerly line hereof, the following three (3) courses and distances:

- 1) Along a non-tangent curve to the left, having a radius of 260.00 feet, a central angle of $11^{\circ}18'12''$, an arc length of 51.29 feet, and a chord which bears, $S81^{\circ}34'44''W$, a distance of 51.21 feet to a 1/2 inch iron rod with "STANTEC" cap set at the point of curvature of a non-radial reverse curve to the right for the southwesterly corner hereof;
- 2) Along said non-radial reverse curve to the right, having a radius of 10.00 feet, a central angle of $80^{\circ}10'53''$, an arc length of 13.99 feet, and a chord which bears, $N63^{\circ}58'32''W$, a distance of 12.88 feet to a 1/2 inch iron rod with "STANTEC" cap set at the point of curvature of a non-radial compound curve to the right;
- 3) Along said non-radial compound curve to the right, having a radius of 42.91 feet, a central angle of $50^{\circ}59'26''$, an arc length of 38.19 feet, and a chord which bears, $N01^{\circ}37'07''E$, a distance of 36.94 feet to a 1/2 inch iron rod with "STANTEC" cap set in the easterly right-of-way line of Original Red River Street (60' R.O.W.), being the westerly line of said University of Texas Tract and hereof;

THENCE, $N27^{\circ}07'05''E$, along the easterly line of Original Red River Street, being the westerly line of said University of Texas Tract, for a portion of the westerly line hereof, a distance of 139.88 feet to a 1/2 inch iron rod with "STANTEC" cap set at the intersection of the easterly line of Original Red River Street and the westerly line of re-aligned Red River Street, the northwesterly corner hereof;

THENCE, leaving the easterly line of Original Red River Street, along the westerly line of re-aligned Red River Street, for the easterly line hereof, the following five (5) courses and distances:


- 1) Along a non-tangent curve to the left, having a radius of 741.42 feet, a central angle of $7^{\circ}15'22''$, an arc length of 93.89 feet, and a chord which bears, $S03^{\circ}43'35''W$, a distance of 93.83 feet to a PK nail with "STANTEC" washer set at the point of curvature of a non-radial compound curve to the left;

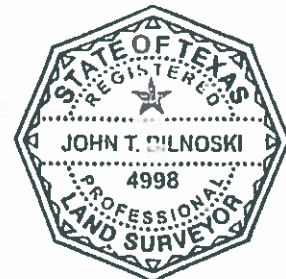
- 2) Along said non-radial compound curve to the left, having a radius of 50.00 feet, a central angle of $28^{\circ}57'18''$, an arc length of 25.27 feet, and a chord which bears, $S14^{\circ}23'56''E$, a distance of 25.00 feet to a PK nail with "STANTEC" washer set at the point of curvature of a non-radial reverse curve to the right;
- 3) Along said non-radial reverse curve to the right, having a radius of 50.00 feet, a central angle of $25^{\circ}24'23''$, an arc length of 22.17 feet, and a chord which bears, $S16^{\circ}10'40''E$, a distance of 21.99 feet to a PK nail with "STANTEC" washer set at the end of said curve;
- 4) $S03^{\circ}51'56''E$, a distance of 9.91 feet to a PK nail with "STANTEC" washer set at the point of curvature of a non-tangent curve to the right;
- 5) Along said non-tangent curve to the right, having a radius of 10.00 feet, a central angle of $91^{\circ}28'05''$, an arc length of 15.96 feet, and a chord which bears, $S41^{\circ}28'47''W$, a distance of 14.32 feet to the **POINT OF BEGINNING**, containing an area of 0.144 acre (6,275 square feet) of land, more or less, within these metes and bounds.

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY ALLTERRA CENTRAL.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING
SERVICES INC.
1905 ALDRICH STREET
SUITE 300
AUSTIN, TEXAS 78723


JOHN T. BILNOSKI Date 9/12/19
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # 10194230
john.bilnoski@stantec.com



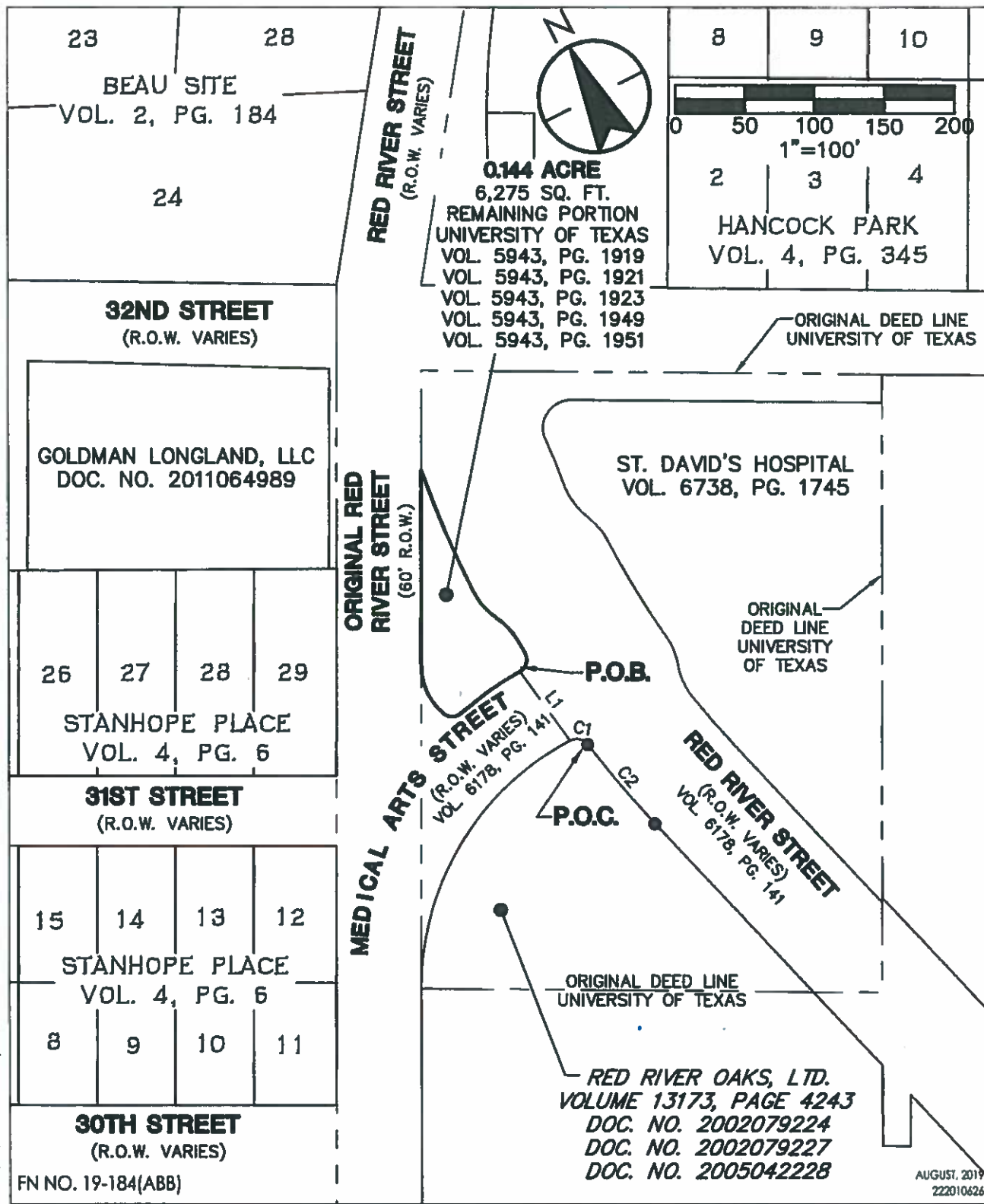
FIELD NOTES REVIEWED

BY John T. Bilnoski DATE: 09.12.2019

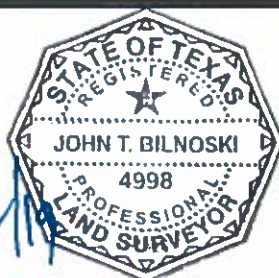
CITY OF AUSTIN
PUBLIC WORKS DEPARTMENT

TCAD PARCEL ID: 0214071001
AUSTIN GRID: K24

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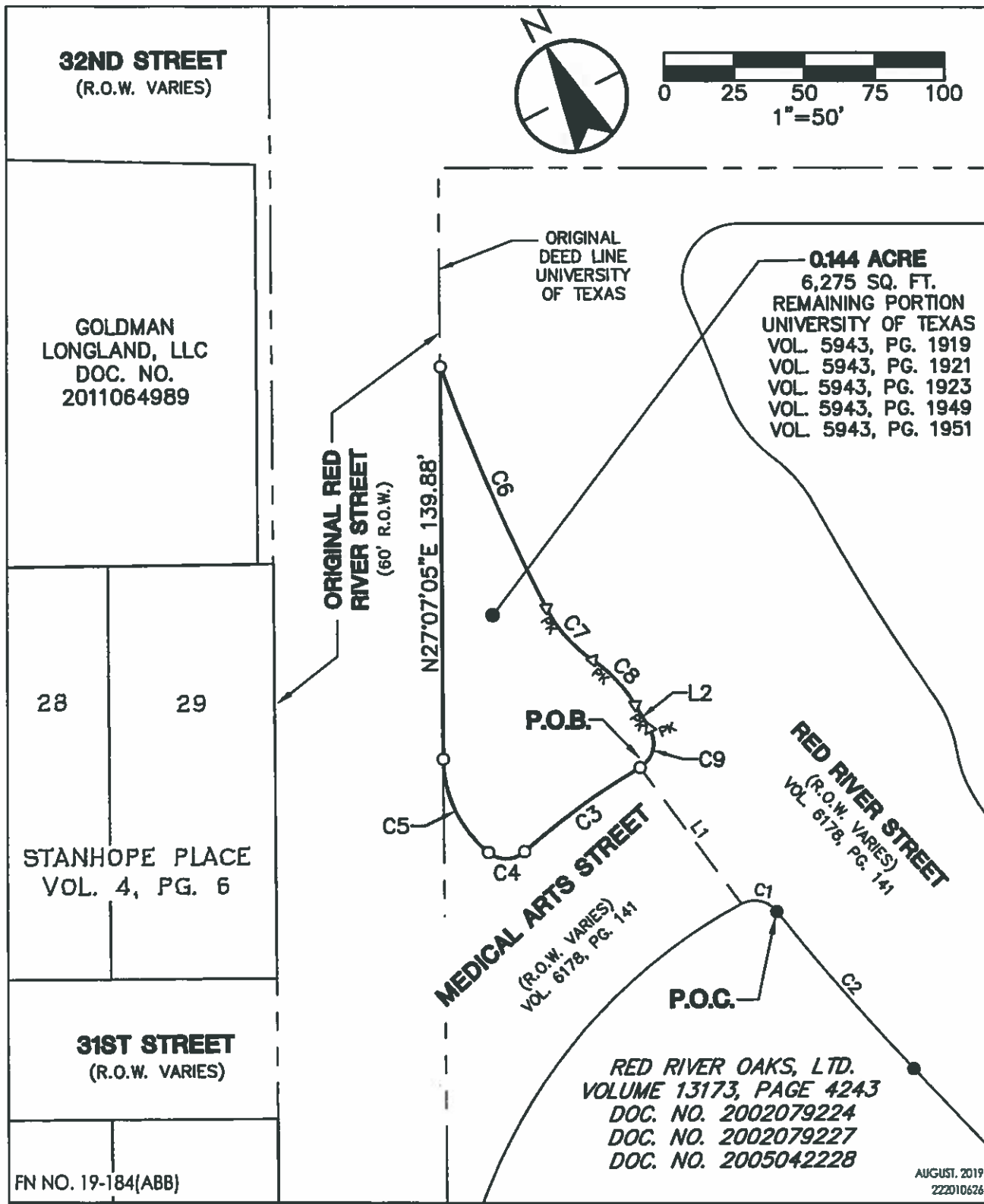
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Figure No.
SHEET 1 OF 3
Title
TRIANGLE PARCEL DEED

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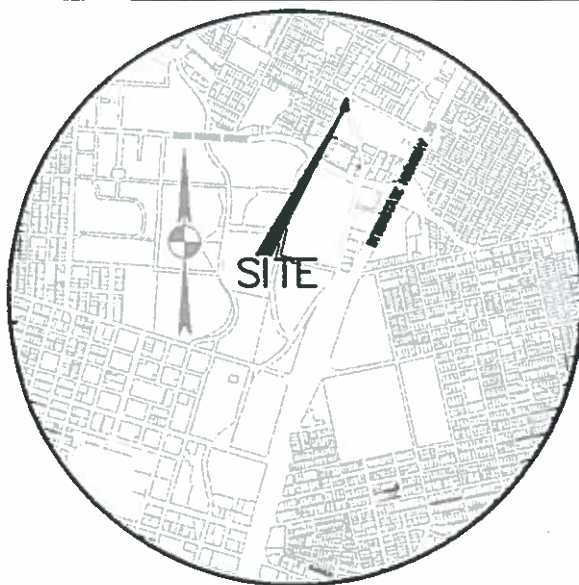
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Figure No.
SHEET 2 OF 3

Title
TRIANGLE PARCEL DEED



VICINITY MAP
N.T.S.

SCALE FACTOR NOTE:

THIS IS A SURFACE DRAWING. BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011), BY UTILIZING REAL-TIME KINEMATIC (RTK) CORRECTIONS PROVIDED BY RTK COOPERATIVE NETWORK, MANAGED BY ALLTERRA CENTRAL.

COORDINATE VALUES ARE PROJECT SPECIFIC SURFACE VALUES. TO DERIVE GRID VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00006, WITH AN ORIGIN POINT OF N 0, E 0.

LEGEND

- ▲_{BOD} BOD NAIL FOUND
- 1/2" IRON ROD WITH "STANTEC" CAP SET
- Δ_{PK} PK NAIL WITH "STANTEC" WASHER SET
- P.O. B. POINT OF BEGINNING
- P.O. C. POINT OF COMMENCEMENT

LINE TABLE

NO.	BEARING	DISTANCE
L1	N9°13'09"W	60.50'
L2	S3°51'56"E	9.91'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	13.98'	10.00'	80°06'24"	N50°38'38"W	12.87'
C2	73.23'	730.25'	5°44'44"	S13°29'50"E	73.20'
C3	51.29'	260.00'	11°18'12"	S81°34'44"W	51.21'
C4	13.99'	10.00'	80°10'53"	N63°58'32"W	12.88'
C5	38.19'	42.91'	50°59'26"	N01°37'07"E	36.94'
C6	93.89'	741.42'	7°15'22"	S03°43'35"W	93.83'
C7	25.27'	50.00'	28°57'18"	S14°23'56"E	25.00'
C8	22.17'	50.00'	25°24'23"	S16°10'40"E	21.99'
C9	15.96'	10.00'	91°28'05"	S41°28'47"W	14.32'

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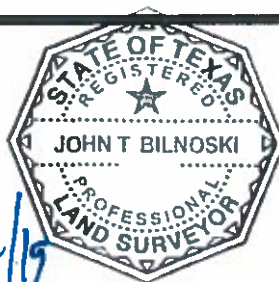
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Handwritten signature and date: 9/12/19



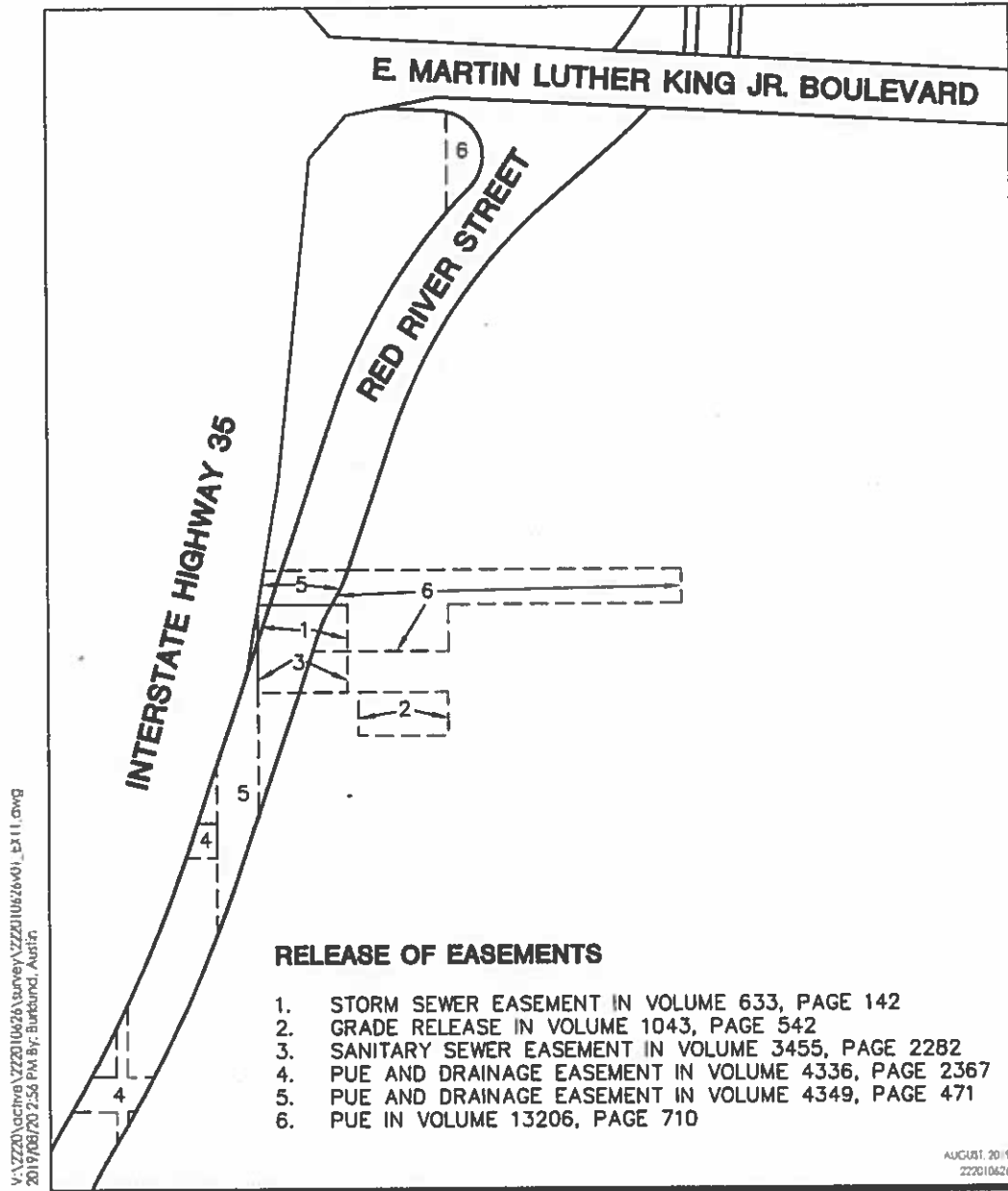
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Figure No.
SHEET 3 OF 3

Title
TRIANGLE PARCEL DEED

EXHIBIT L

RELEASE OF EASEMENTS



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Client/Project
UT ARENA

Figure No.
SHEET 1 OF 1

EASEMENT RELEASE EXHIBIT

EXHIBIT M

CITY PARKING AREA

